

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

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

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

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

**IN THE TOTAL AMOUNT OF \$1,335,574.71**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0021-A002-E02.002 Salaries	E-0021-A002-E03.000 Supplies	\$2,054.00
E-0021-A002-E09.003 PERS	E-0021-A002-E03.000 Supplies	\$1,049.25
E-0040-A002-G08.003 PERS	E-0040-A002-G02.002 Salaries-Employees	\$271.96
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A20.012 Equipment	\$23,000.00
E-0051-A001-A25.003 PERS	E-0051-A001-A20.012 Equipment	\$2,947.68
E-0051-A001-A51.000 Oil & Gas-Comms	E-0055-A004-B19.000 County Buildings	\$394,587.05
E-0051-A001-A52.000 Admin Exp-Lodging Excise Tax	E-0051-A001-A15.012 Sheriffs Cruisers	\$3,000.00
E-0052-A001-A91.003 PERS	E-0052-A001-A90.002 Salaries-Nurses	\$336.76
E-0055-A004-B01.002 Salaries-Employees	E-0055-A004-B19.000 County Buildings	\$55,500.00
E-0055-A004-B16.003 PERS	E-0055-A004-B19.000 County Buildings	\$9,226.60
E-0056-A006-E08.003 PERS	E-0056-A006-E01.002 Salaries	\$15,794.42
E-0057-A006-F01.002 Salaries-Employees	E-0057-A006-F03.012 Equipment	\$39,000.00
E-0057-A006-F05.003 PERS	E-0057-A006-F03.012 Equipment	\$1,800.00
E-0081-A002-D02.002 Salaries-Employees	E-0081-A002-D10.003 PERS	\$2,500.00
E-0141-A001-C09.003 PERS	E-0141-A001-C03.010 Supplies	\$2,932.67
E-0181-A003-A02.002 Employee Salaries	E-0181-A003-A02.000 Poll Worker Salaries	\$40,000.00
E-0257-A015-A15.074 Transfers Out	E-0040-A002-G02.002 Salaries-Employees	\$1,390.00
E-0257-A015-A15.074 Transfers Out	E-0052-A001-A90.002 Salaries-Nurses	\$405.00
E-0257-A017-A00.000 Contingencies	E-0055-A004-B19.000 County Buildings	\$7,386.98

**B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B04.012 Equipment	\$2,900.00
E-1600-B000-B08.003 PERS	E-1600-B000-B04.012 Equipment	\$2,105.82

**K00 M. V. G. T. FUND/ENGINEERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2812-K000-K13.012 Equipment	E-2812-K000-K20.006 Hospitalization	\$6,000.00
E-2812-K000-K13.012 Equipment	E-2813-K000-K26.000 Materials	\$6,000.00

**P05 WATER WORKS FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P45.000 Utilities	E-3702-P005-P17.002 Salary	\$25,000.00
E-3702-P005-P45.000 Utilities	E-3702-P005-P31.000 Other Expenses	\$80,000.00

**P53 SANITARY SEWER DISTRICT FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P01.002 Salary	E-3705-P053-P19.000 Sludge Mgt	\$50,000.00

**S12 PORT AUTHORITY**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Services	E-9799-S012-S02.006 Hospitalization	\$379.52

**S33 DISTRICT DETENTION HOME/SARGUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S34.010 Supplies	E-0910-S033-S33.002 Salaries	\$1,000.00
E-0910-S033-S34.010 Supplies	E-0910-S033-S39.000 Food	\$1,000.00
E-0910-S033-S34.010 Supplies	E-0910-S033-S44.003 PERS	\$1,000.00
E-0910-S033-S38.011 Contract Services	E-0910-S033-S44.003 PERS	\$9,000.00
E-0910-S033-S38.011 Contract Services	E-0910-S033-S33.002 Salaries	\$1,000.00
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S33.002 Salaries	\$200.00

**S70 CAPITAL OUTLAY/SSOBC**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5005-S070-S19.000 Rep. Maint. Vehicles	E-5005-S070-S03.004 Workers Comp	\$13,976.09
E-5005-S070-S19.000 Rep. Maint. Vehicles	E-5005-S070-S06.006 Hospitalization	\$19,169.64
E-5005-S070-S19.000 Rep. Maint. Vehicles	E-5005-S070-S22.006 Dental, Vision, & Life	\$29.07

**S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$4,444.11

**S86 NORTHERN COURT-GEN SPEC PROJECT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1561-S086-S06.010 Supplies	E-1561-S086-S03.006 Hospitalization	\$2,500.00
E-1561-S086-S06.010 Supplies	E-1561-S086-S05.005 Medicare	\$50.00

**S87 EASTERN COURT-GEN SPEC PROJECT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1571-S087-S05.005 Medicare	E-1571-S087-S03.006 Hospitalization	\$600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND THE S33 DISTRICT DETENTION HOME/SARGUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-0910-S033-S20.574 Transfers	\$3,607.00

**A00 GENERAL FUND AND THE Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Hospitalization	\$3,150,000.00

**M62 INTAKE COORDINATOR-JUVENILE COURT AND THE S99 PROBATE COURT CONDUCT OF BUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M062-M02.000 Other Expenses	R-1599-S099-S03.500 Other Receipts	\$374.40

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 December 11, 2019:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**A00 General Fund**

E-0021-A002-E07.000	Travel	\$37.03
E-0054-A006-F11.012	Equipment	\$15,440.46
E-0061-A002-B12.000	Other Expenses	\$24,185.54
E-0141-A001-C08.000	Advertising & Printing	\$1,062.85
E-0181-A003-A02.000	Poll Workers Salaries	\$26,969.77
E-0181-A003-A06.011	Contracts Services	\$14,372.82
E-0181-A003-A08.000	Advertising & Printing	\$3,087.13
E-0181-A003-A11.000	Other Expenses	\$7,162.40

**P90 SPECIAL EMERGENCY PLANNING-LEPC**

E-1720-P090-P03.000	Other Expenses	\$2,604.05
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**P95 HAZARD MITIGATION GRANT/EMA**

E-1725-P095-P01.011	Contract Services	\$6,250.00
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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 following meeting dates:

**\*\*JANUARY 2, 2019\*\***

E-9713-T012-T06.013	Contract Projects	\$35,724.25
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**\*\*DECEMBER 11, 2019\*\***

**A00 GENERAL FUND**

E-0051-A001-A52.000	Admin Exp-Lodging Excise Tax	\$3,000.00
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$210.00
E-0257-A015-A14.000	Attorney Fees	\$90.00
E-0257-A015-A15.074	Transfers Out	\$3,400,000.00

**N22 WWS CAPITAL IMPROVEMENTS/BCSSD**

E-9022-N022-N04.055	Contract Projects	\$100,000.00
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**P96 CRITICAL INCIDENT-STRESS MANAGEMENT/EMA**

E-1726-P096-P06.000	Other Expenses	\$750.00
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**S33 DISTRICT DETENTION HOME/SARGUS**

E-0910-S033-S33.002	Salaries	\$33,766.54
E-0910-S033-S47.006	Hospitalization	\$47,218.96

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR NOVEMBER, 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of November 2019.

**Gross Wages P/E 11/09/19 THRU 11/23/19**

<b>General Fund</b>	<b>FROM</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,621.72</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>946.40</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>1,069.60</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>3,200.06</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>5,531.17</b>
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	<b>232.50</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>6,132.38</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>3,284.06</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>1,260.70</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>6,246.33</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>8,838.64</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>679.74</b>
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	<b>116.46</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,662.39</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,228.30</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,921.70</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,668.48</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>7,267.71</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>8,130.56</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,719.24</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>21,999.19</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,964.30</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>930.90</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>3,620.97</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>2,725.34</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>3,108.46</b>
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,477.81</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.01</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>284.81</b>
			<hr/> <b>109,901.93</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>1,571.17</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>2,415.86</b>
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	<b>74.64</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	<b>4.73</b>
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	<b>703.56</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>534.18</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	<b>0.00</b>
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>633.47</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>0.00</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	<b>0.00</b>

PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>0.00</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>518.84</b>
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	<b>0.00</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	<b>844.67</b>
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	<b>0.00</b>
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	<b>82.45</b>
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-U095-Y01.500	<b>228.09</b>
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	<b>107.04</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>1,024.53</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>51,552.76</b>
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	<b>3,412.36</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>6,356.52</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>3,552.79</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>4,032.94</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>13,727.19</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,642.51</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>750.40</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>336.00</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,313.76</b>
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	<b>596.35</b>
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	<b>0.00</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>712.31</b>
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	<b>0.00</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>1,397.02</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>16,404.83</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>3,698.89</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>1,400.00</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>8,799.65</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>8,995.78</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>3,607.34</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>320.40</b>
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	<b>96.90</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>35,209.53</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>18,810.09</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>589.62</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>735.80</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,791.26</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>749.66</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>615.20</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>769.38</b>
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	<b>0.00</b>
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	<b>101.00</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>1,950.18</b>

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>323.08</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>559.54</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>603.08</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<b>623.00</b>

318,782.28

Upon roll call the vote was as follows:

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

<b><u>IN THE MATTER OF TRANSFER OF FUNDS FOR THE</u></b>			
<b><u>WAIVED HOSPITALIZATION CHARGEBACKS FOR</u></b>			
<b><u>THE MONTHS OF OCTOBER, NOVEMBER &amp; DECEMBER 2019</u></b>			
Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds			
for Waived Hospitalization for the months of October, November & December 2019.			
<b>FROM</b>		<b>TO</b>	
<b>E-0256-A014-A08.006</b>	<b>GENERAL</b>	<b>R-9891-Y091-Y03.500</b>	<b>9,249.99</b>
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	250.00
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	199.98
E-2233-F085-F01.002	MATERNAL CHILD HEALTH	R-9891-Y091-Y03.500	300.02
E-2230-F082-F01.002	PREP	R-9891-Y091-Y03.500	250.00
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	500.00
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,600.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	150.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	333.33
E-400-M060-M29.008	JUVENILE (INSURANCES CCAP)	R-9891-Y091-Y03.500	
E-0400-M067-M05.008	JUVENILE (Alternate)	R-9890-Y091-Y03.500	
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,333.33
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	750.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,750.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	500.00
E-0181-A003-A11.000	BOARD OF ELECTIONS	R-9891-Y091-Y03.500	
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
		<b>TOTAL</b>	<b>23,666.65</b>

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	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. **ADMINISTRATION FEE LODGING TAX/GENERAL FUND-\$3,000.00** deposited into R-0050-A000-A03.500 on December 6, 2019.

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: **BELMONT HARRISON JEVENILE DISTRICT-D.J. Watson** to Mechanicsburg, PA, on December 11-13, 2019, to attend a Crisis Management Instructor Recertification Course.

**DJFS-Karie Hunkler** to Columbus, OH, on December 20, 2019, to attend the Technical Asst. training roundtable session. Estimated expenses: \$154.20. **Taralyn Manukin** to Kent, OH, on December 29, 2019 – March 13, 2020, to attend the Academy K Training/Medicaid Casemanagement. A county vehicle will be used for travel. Estimated expenses: \$7,530.00.

**SENIORS-Donna Steadman** to Moundsville, WV, on December 10 and December 24, 2019, for a senior outing to the Four Seasons Pool. **Maxine Jurovcik** to Wheeling, WV, on December 19, 2019, for a senior outing to Oglebay Park. County vehicles 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 December 4, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MEETING CHANGES**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following changes to the Board’s regular meeting schedule and to notify the media, elected officials and department heads of the same:

- No meeting will be held the week of December 22, 2019, due to the Christmas holiday.
- Thursday, January 2, 2020, instead of Wednesday, January 1, 2020, due to the New Year’s holiday.

*Note: The meeting of December 18, 2019, will stand in recess through 2019 for any further action that may be needed.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ENGAGEMENT LETTER WITH DINSMORE & SHOHL, LLP, TO ACT AS BOND COUNSEL/BUILDING IMPROVEMENT AND RENOVATION BOND ANTICIPATION NOTES (PHASE II) SERIES 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for \$7,900,000 Building Improvement and Renovation Bond Anticipation Notes (Phase II), Series 2019, of the County of Belmont, Ohio.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$7,900,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, COMMISSIONS, OR COURTS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$7,900,000 of notes to pay part of the cost of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the county, with related furniture, fixtures and equipment.

ENTERED IN COMMISSIONERS’ JOURNAL  
NO. 102, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on December 11th, 2019, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Meyer                      Mr. Echemann                      Mr. Dutton  
Absent: \_\_\_\_\_

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Meyer moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,900,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, COMMISSIONS, OR COURTS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the “County”) has heretofore determined the necessity of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-six (26) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues, other than revenues from unvoted County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the “Revenues”);

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$7,900,000 for the purpose of paying part of the cost of the Project, including “financing costs” as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately December 1, 2020, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-six (26) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of not to exceed \$7,900,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Building Improvement and Renovation Bond Anticipation Notes (Phase II), Series 2019" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner

provided in this County’s agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 13. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Echemann seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Meyer Mr. Echemann Mr. Dutton

NAYS: \_\_\_\_\_

ADOPTED, this 11th day of December, 2019.

Jayne Long /s/ \_\_\_\_\_  
Clerk  
Board of County Commissioners  
County of Belmont, Ohio

Upon roll call the vote was as follows:

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

Mr. Meyer explained the above motion is for the renovation of the upper building (former Health Plan building on National Rd) that will house the 3 divisional courts (Eastern, Western and Northern) and the Prosecutor’s office and for paving around the lower and upper buildings.

**IN THE MATTER OF APPROVING THE ADDITION OF FOUR NEW PART TIME TRANSPORTATION ASSISTANT POSITIONS/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the addition of four new part time transportation assistant positions to Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION APPROVING TENTATIVE PACKAGE AND COLLECTIVE BARGAINING AGREEMENT BETWEEN BELMONT COUNTY BOARD OF COMMISSIONERS AND BELMONT COUNTY 911 DISPATCHERS AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

BY THE BOARD OF COUNTY COMMISSIONERS:

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board of County Commissioners that the tentative collective bargaining agreement reached in SERB Case No. 2019-MED-09-0768 AND 2019-MED-09-0769 by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, that the tentative collective bargaining agreement reached in SERB Case No. 2019-MED-09-0768 AND 2019-MED-09-0769 by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Employer’s authorized representative, is authorized to execute the attached legislative and non-legislative collective bargaining agreement on behalf of the Employer.

Motion made by Commissioner Meyer, seconded by Commissioner Echemann to adopt the foregoing resolution and upon roll call the vote was as follows:

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

ADOPTED at a regular meeting of the Board of County Commissioners, Belmont County, Ohio, this 11th of December, 2019.

**AGREEMENT  
BETWEEN  
BELMONT COUNTY BOARD OF COMMISSIONERS  
AND  
BELMONT COUNTY 911 DISPATCHERS**



**AND  
THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
2019-MED-09-0768  
2019-MED-09-0769  
January 1, 2020 to December 31, 2022**

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**ARTICLE 1**

**PREAMBLE/PURPOSE**

**SECTION 1.1.** This Agreement, entered into by the Belmont County 911, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P. OHIO LABOR COUNCIL", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment, for those employees included in the bargaining units as defined herein.

**SECTION 1.2.** To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

**ARTICLE 2**

**UNION RECOGNITION**

**SECTION 2.1.** The Employer recognizes the F.O.P. OHIO LABOR COUNCIL as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

**SECTION 2.2.** The Bargaining units include all full-time, part-time dispatchers and shift supervisors as set forth in the certification issued by the Ohio State Employment Relations Board as described in Case Nos. 01-REP-02-0035 and 02-REP-09-0191.

Excluded from inclusion in this bargaining unit are the Director, Deputy Director, Supervisor, Administrative Assistant, all other managers, confidential and casual employees as defined in ORC 4117.01.

**ARTICLE 3**

**DUES DEDUCTION**

**SECTION 3.1.** The Employer agrees to deduct F.O.P., Ohio Labor Council membership dues in accordance with this Article.

**SECTION 3.2.** The Employer agrees to deduct regular F.O.P., Ohio Labor Council membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form may be presented to the Employer any time after the effective date of this Agreement and shall continue in effect until the anniversary date of this Agreement. An employee may cancel F.O.P., Ohio Labor Council membership at any time, and the dues deduction authorization may be cancelled annually. Written notice of the dues deduction revocation shall be served upon the payroll clerk of the Employer and the F.O.P., Ohio Labor Council by the employee to make the revocation effective. Upon receipt of the proper authorization, the Employer will deduct F.O.P., Ohio Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P., Ohio Labor Council, 222 East Town Street, Columbus Ohio 43215-4611 once each calendar month.

**SECTION 3.3.** The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P., Ohio Labor Council dues. The F.O.P., Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article

**SECTION 3.4.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of

employment, (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization by the employee in accordance with the terms of Section 3.2.

**SECTION 3.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P., Ohio Labor Council dues.

**SECTION 3.6.** The parties agree that neither the employees nor the F.O.P., Ohio Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P., Ohio Labor Council dues deduction would normally be made deducting the proper amount.

**SECTION 3.7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P., Ohio Labor Council one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction

#### **ARTICLE 4**

##### **F.O.P. OHIO LABOR COUNCIL REPRESENTATION**

**SECTION 4.1.** Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P., Ohio Labor Council agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

**SECTION 4.2.** The Employer will recognize three (3) employees selected by the F.O.P., Ohio Labor Council, to act as representative of the Bargaining Unit Members for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein

**SECTION 4.3.** The local representative shall confine his F.O.P., Ohio Labor Council activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. No Employee shall be disciplined for properly engaging in Union Activity. Union representatives attending grievance hearings or other meetings on their "off shift", do so on their own time.

**SECTION 4.4.** Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P., Ohio Labor Council representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P., Ohio Labor Council representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

**SECTION 4.5.** The F.O.P., Ohio Labor Council shall provide to the Employer of its representatives, which is to be kept current at all times and shall include the following.

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P., Ohio Labor Council representative until the F.O.P., Ohio Labor Council has presented the Employer with written certification of that person's selection as outlined above.

**SECTION 4.6.** Any F.O.P., Ohio Labor Council employee representative shall cease unauthorized F.O.P., Ohio Labor Council activities immediately upon any order by the director of the Belmont County 911.

**SECTION 4.7.** The Employer agrees that, except for a declared emergency, one (1) delegate or alternate to the annual conventions of the F.O.P., Ohio Labor Council shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than three (3) tours of duty. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P., Ohio Labor Council. Accrued leave is to be vacation time or personal days.

#### **ARTICLE 5**

##### **MANAGEMENT RIGHTS**

**SECTION 5.1.** The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directs, supervises, evaluates, or hires employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, disciplines, demotes, or discharges for just cause;
- F. Determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- G. To determine the size and composition of the work force, staffing patterns, and each organizational structure, including the right to lay off employees from duty due to lack of work, lack of funds, or a job abolishment due to lack of funds;
- H. Determine the adequacy of the work force;
- I. Determine the mission of the department as a unit of government;
- J. Effectively manages the work force;
- K. Take actions to carry out the mission of the department as a governmental unit.

**SECTION 5.2.** The F.O.P., Ohio Labor Council recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

#### **ARTICLE 6**

##### **NON-DISCRIMINATION**

**SECTION 6.1.** Neither the Employer nor the F.O.P., Ohio Labor Council shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, ancestry, military status, disability or national origin.

**SECTION 6.2.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

**SECTION 6.3.** Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may not be appealable to arbitration through the grievance procedure contained in this Agreement until the Employer, the employee, and their representatives have met at Step 1 and 2 of the grievance procedure in an effort to resolve the alleged violation prior to the appeal to either of these agencies and the employee has filed a complaint with either of these agencies, and the complaint is rejected.

**SECTION 6.4.** The Employer agrees not to interfere with the rights of bargaining unit employees to become, or not become, members of the F.O.P., Ohio Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P., Ohio Labor Council membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., Ohio Labor Council, as long as the activity does not conflict with the terms of this Agreement.

**SECTION 6.5.** The F.O.P., Ohio Labor Council agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., Ohio Labor Council, and the F.O.P., Ohio Labor Council shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P., Ohio Labor Council or involvement in the F.O.P., Ohio Labor Council.

#### **ARTICLE 7**

##### **GRIEVANCE PROCEDURE**

**SECTION 7.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

**SECTION 7.2.** All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties

mutually agree otherwise in writing.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

**SECTION 7.3.** It is the mutual desire of the Employer and the F.O.P., Ohio Labor Council to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1:** In order for an alleged grievance to receive consideration under this procedure, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, must identify the alleged grievance on a grievance form to the Supervisor within fourteen (14) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

**Step 2:** If the grievance is not satisfactorily resolved in Step 1, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, may refer the grievance to the Deputy Director within seven (7) calendar days after receiving the Step 1 reply. The Deputy Director shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

**Step 3:** If the grievance is not satisfactorily resolved in Step 2, the employee, with the appropriate F.O.P., Ohio Labor Council representative, if the former desires, may refer the grievance to the 911 Director within seven (7) calendar days after receiving the Step 2 reply. The Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P., Ohio Labor Council representative, if the former desires. The Director shall investigate and respond to the grievant and/or appropriate, F.O.P., Ohio Labor Council representative with seven (7) calendar days following the meeting.

**Step 4: Arbitration:**

If the grievance is not satisfactorily settled in Step 3, the F.O.P., Ohio Labor Council may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of the intent to arbitrate, the Employer or his designee and the representative of the F.O.P., Ohio Labor Council shall, within fourteen (14) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P., Ohio Labor Council in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P., Ohio Labor Council. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording or request a copy of any transcript.

**SECTION 7.4.** All grievances should contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Supervisor or Management.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

**SECTION 7.5.** A grievance may be filed by bargaining unit members, or by the F.O.P., Ohio Labor Council, as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P., Ohio Labor Council shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P., Ohio Labor Council shall attach a list of names of the members who have consented to the grievance at Step 1. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., Ohio Labor Council, as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P., Ohio Labor Council may be present at the adjustment.

**SECTION 7.6.** The Employer shall provide the F.O.P., Ohio Labor Council with a list of management's designated representatives for each step of the grievance procedure

## **ARTICLE 8**

### **CORRECTIVE ACTION**

**SECTION 8.1.** No employee shall be disciplined or discharged except for just cause.

**SECTION 8.2.**

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of an oral warning, written reprimand, short-term suspension, and either a long-term suspension or demotion prior to discharge.
- B. Progressive discipline shall take into account the nature of a similar violation or the employee's record of discipline for previous gross misconduct.
- C. The Employer agrees a pre-disciplinary hearing shall take place prior to any discharge or suspension. This hearing is to be held between the Employer, the employee, and their representatives before a party designated by the Employer. The Employer may suspend the employee with pay, pending disposition of the pre-disciplinary hearing.
- D. Details of the progressive discipline rules are outlined and referenced in SOP Section 209.

**SECTION 8.3.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**SECTION 8.4.** All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

- A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P., Ohio Labor Council representation.  
The F.O.P., Ohio Labor Council representation shall be the Union Associate for the employee's bargaining unit, if no F.O.P., Ohio Labor Council representative is available within a reasonable period of time.
- B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at the overtime rate of pay for any time the employee arrives at the work site or any other facility that the questioning may be conducted, until such time he or she is released to off duty status.
- C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action and being read his "Garrity Rights"
- D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.
- E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.
- F. Prior to any suspension without pay or termination of an employee, the employee will be afforded seventy-two-hour (72) notice of the charges against him and an opportunity to review the evidence against him, and cross examining any witnesses against him prior to responding in his own defense. An employee shall have an F.O.P., Ohio Labor Council representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination.
- G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance at Step 2 in accordance with the grievance procedure contained in this Agreement. Such grievance shall be filed within fourteen (14) calendar days.
- H. The Employer will make available to the Union, upon request, a copy of any oral reprimand, written reprimand, suspension, discharge or pre-disciplinary report that the Employer has issued.

**ARTICLE 9  
RULES AND REGULATIONS**

**SECTION 9.1. Work Rules:** The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

**SECTION 9.2. New Work Rules:** The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

**SECTION 9.3. Effect of Work Rules:** A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 9.1 and/or 9.2 of this Article.

**ARTICLE 10  
LABOR-MANAGEMENT COMMITTEE**

**SECTION 10.1.** In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) working days in advance of the requested meeting day. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held within a reasonable time period.

**SECTION 10.2.** The purpose of such meeting shall be limited to:

- A. Notify the F.O.P., Ohio Labor Council of changes made by the Employer, which affect bargaining unit employees.
- B. Disseminate general information of interest to the parties.
- C. Give the Bargaining Unit Representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- E. Discuss ways to increase productivity and improve efficiency.
- F. Consider and discuss health and safety matters relating to employees.

**SECTION 10.3.** There shall be no more than three (3) representatives for each party in attendance at the Labor/Management Conference.

**ARTICLE 11  
PERSONNEL FILES**

**SECTION 11.1.** The Belmont County 911 administration shall only have one (1) official personnel file in the personnel office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

**SECTION 11.2.** The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file. If an employee receives a verbal or written reprimand placed in their file, the FOP union representatives will also be forwarded a copy of all associated paperwork.

**SECTION 11.3.** Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance.

**SECTION 11.4.** The parties agree to abide by ORC 149.43 as it pertains to public records.

**ARTICLE 12  
BULLETIN BOARDS/MISCELLANEOUS**

**SECTION 12.1.** The Employer agrees to provide space for bulletin boards in the Break Room of the 911's Office for use by the F.O.P., Ohio Labor Council.

**SECTION 12.2.** The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

- A. Recreational and social events.
- B. F.O.P., Ohio Labor Council elections and elections results.
- C. General membership meetings and other related business meetings.
- D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has local membership and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

**SECTION 12.3.** No F.O.P., Ohio Labor Council related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P., Ohio Labor Council.

**SECTION 12.4.** Items in violation of any provision of this Article shall be cause for the Employer to remove said item or items. Items removed will be turned over to the Union Associate(s) with an explanation of what has been violated.

**SECTION 12.5.** The F.O.P., Ohio Labor Council shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P., Ohio Labor Council business or bargaining unit representation to the bargaining unit members. The F.O.P., Ohio Labor Council agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P., Ohio Labor Council business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or 911's Office business. All mail placed into the mailboxes by the F.O.P., Ohio Labor Council shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

**SECTION 12.6.** It is agreed that the F.O.P., Ohio Labor Council shall be permitted, upon a three (3) day notification in writing to the Director or his designee, to place a ballot box at the 911's Office up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P., Ohio Labor Council and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P., Ohio Labor Council shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P., Ohio Labor Council official shall be able to remove the ballot box. To further ensure security, the F.O.P., Ohio Labor Council may assign at least one (1) off-duty F.O.P., Ohio Labor Council member to oversee the F.O.P., Ohio Labor Council balloting activity.

**SECTION 12.7.** The Union may schedule the 911 Board Room for Union meetings and other authorized union activities whenever available.

#### **ARTICLE 13**

##### **SENIORITY**

**SECTION 13.1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

**SECTION 13.2.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**SECTION 13.3.** On the second Monday of October, in odd numbered years, the Director will open up the work schedule and allow full-time employees to bid on the open shifts by seniority. Seniority will be based upon uninterrupted length of continuous service with the Employer as outlined in Article 13. The newly chosen shift will take effect on the Sunday of the first full pay period in even numbered years. All bidding on open shifts will be completed by October 31<sup>st</sup>. Once a shift is chosen during this process, there will be no trading or bumping from your chosen shift.

**SECTION 13.4.** Any time a shift becomes vacant due to employee resignation or termination, the open shift on the work schedule will be bid out and filled based on seniority. Subsequent open shifts will be rebid, until one shift remains, that no one has requested. That open shift will then be filled by the newly hired employee.

#### **ARTICLE 14**

##### **LAYOFF AND RECALL**

**SECTION 14.1.** When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., Ohio Labor Council, agrees to meet and discuss the impact of the layoff on the bargaining unit employees.

**SECTION 14.2.** Employees will be laid off in accordance with their seniority within the classification with the least senior employee being laid off first. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

**SECTION 14.3.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section in which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

**SECTION 14.4.** Employees reinstated in the same classification from which the layoff occurred shall be paid at the same rate of pay at the time of recall, without loss of any seniority.

**SECTION 14.5.** Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P., Ohio Labor Council. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**SECTION 14.6.** The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

**SECTION 14.7.** The Employer shall not contract out any bargaining unit work for any classification.

#### **ARTICLE 15**

##### **LEAVES AND LEAVES OF ABSENCE**

**SECTION 15.1. Leave Without Pay:** Employees may be granted the following types of unpaid leaves of absence:

**A. Disability Separation Leave**

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

1. Hospitalized or institutionalized;
2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
3. Is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Public Employees Retirement System.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave or disability leave has expired. Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.

**B. Educational Leave**

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the 911's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

**C. Disability Leave**

Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article.

A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.

**D. Maternity Leave**

Upon request to the Employer, an employee who becomes pregnant may be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article. All maternity leave and/or Disability leave for maternity reasons shall comply with the Family and Medical Leave Act of 1993.

**E. Personal Leave**

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

**F. Authorization for Leave**

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. Authorization for leave may not be granted in a disparate manner.

A leave of absence shall be requested on the standard Request for Leave Form.

**G. Sick Leave Credit and Vacation Credit During Leave**

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

**H. Abuse of Leave**

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written certified notice to the employee and the employee may be subject to corrective action.

**I. Reinstatement From Leave**

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.

**J. Insurance Premiums During Leaves**

Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs in accordance with the FMLA from the date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

**SECTION 15.2. Leaves with Pay:** Employees may be granted the following types of paid leaves of absence:

**A. Court Leave**

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours.

Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.

**B. Military-Leave**

All employees who are members of the Ohio National Guard, the Ohio organized militia, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are performing service in the uniformed services as defined in ORC 5903.01 for up to twenty-two (22) eight (8) hour workdays or not to exceed one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.

Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.

**C. Bereavement Leave**

Bargaining unit employees shall be granted up to four (4) days of bereavement leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, step-mother or father, step-brother or sister, grandchildren, step-grandchildren and employee's grandparent. Bargaining unit employees shall be granted up to two (2) days of bereavement leave with pay and the option of two (2) additional days charged to the employee's sick leave, for death of mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law. The Employer may grant up to two (2) days leave, charged to an employee's Sick Leave, for the death of an employee's Aunt or Uncle (not Great), Niece or Nephew, or Spouse's Grandparent.

One (1) day of bereavement leave (or Sick Leave, in lieu of Bereavement Leave) must be utilized for the day of the funeral. The two days of bereavement leave will not be charged to any other earned leaves. Additional time off without pay, or additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

**D. Family Medical Leave (FMLA)**

Family Medical Leave (FMLA) shall run concurrent with use of accrued sick leave, or other paid leaves, during an authorized Family and Medical Leave.

**E. Paid Parental Leave**

Paid parental leave provides up to six (6) continuous weeks of leave for full time, FMLA eligible employees. It is utilized in the event of birth or adoption of a child where the employee is a biological parent, or legal guardian, and the child resides with the employee.

The benefit begins with an initial two weeks (14 calendar days) of leave for which employees shall use their applicable accrued leave time or take unpaid if no appropriate leave is available and is followed by four weeks of leave at 70% of the employee's regular pay. Employees shall use any applicable accrued leave to supplement their pay, up to 100% during the last four weeks of leave. Family Medical Leave will run concurrently as required.

Employees may elect to receive two thousand dollars for adoption expenses in lieu of receiving the leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is approved.

While an employee is on paid parental leave, they remain eligible to receive all employer paid benefits and continue to accrue all other forms of paid leave as if they were in active pay status. They are ineligible to receive overtime pay, and no portion of their parental leave shall be included in calculating overtime pay. They are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of parental leave and be paid as such.

If two employees, both FMLA eligible and either biological parents or legal guardians of the child/children pursue paid parental leave, only one employee is permitted to utilize this benefit. Both employees cannot be on paid parental leave for the same birth or adoption of their child/children.

**ARTICLE 16**

**SICK LEAVE**

**SECTION 16.1.** All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of unpaid absence or layoffs.

**SECTION 16.2.** Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour. Sick leave shall not count as hours worked for over-time purposes.

**SECTION 16.3.** The unused sick leave of an employee shall accumulate without limit.

**SECTION 16.4.** Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

A. All employees must notify the acting shift supervisor on duty at the communications center Director or designee in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.

B. No sick leave in excess of (2) two consecutive days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification, if the employee is under treatment by a physician. Any employee off sick (2) two or more consecutive scheduled workdays, or (3) days in a (30) day period will be required to present a return to work from a licensed physician



- before returning to work.
- C. All employees having any serious contagious disease in their families shall immediately notify the Director or designee and shall not report to work until released to do so by the proper authority.
- D. Where sick leave is requested to care for a member of the immediate family in excess of (2) two consecutive days, or (3) days in a (30) day period, and the family member is under treatment by a physician, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family for sick leave purposes shall consist of: parents, grandparents, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, or any legal guardian or other person(s) who stands in place of a parent.
- E. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.
- F. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.
- G. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

**SECTION 16.5.** Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

- A. Illness or injury of the employee or a member of his/her immediate family where employee's presence is medically necessary.
- B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

**SECTION 16.6.** If at any time the Director or designee detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern, the employee will be referred to the Director. Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

**SECTION 16.7.** An employee with ten years of service, at the time of retirement from active service with the county, may elect to be paid in cash for one-fourth of the value of his/her earned but unused sick leave credit up to a maximum of one hundred eighty (180) days. The maximum of such payment shall not exceed three hundred sixty (360) hours or forty-five (45) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

**SECTION 16.8.** As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program

For the periods January 1-June 30 and July 1-December 31, employees will be rewarded for not using sick leave during those periods. Employees will receive lump sum cash payments, biannually, based upon Sick hours used during those time periods. Such payments will be made on the next full pay period, immediately following June 30 and December 31 of each year. Money paid will be included with normal payroll, not as a separate instrument.

Payment shall be awarded as follows:

<b>Sick Leave Used</b>	<b>Award (per 6-month period)</b>
0 Shifts or Zero Hours	10% of Earnings in Previous 6-Month Period
1 Shift or 10 hours or less	6% of Earnings in Previous 6-Month Period
2 Shifts or 20 hours or less	4% of Earnings in Previous 6-Month Period

**SECTION 16.9.** When sick leave is being used for Bereavement leave, as outlined in Article 15, Section 15.2.C., sick time will not be counted against an employee for the benefits earned in the Sick Leave Incentive programmed, outlined in Article 16, Section 16.8.

**SECTION 16.10.** When an employee's sick leave drops below 40 hours, that employee will be considered to be on "Sick Leave Probation". "Sick Leave Probation" means that any time the employee calls off sick and their sick leave hours fall below 40 hours, the employee must provide a doctor's excuse for every sick leave call off until they go off of probation. In order for an employee to go off of "Sick Leave Probation", an employee's Sick Leave must accumulate to 80 hours. If a doctor's excuse is not provided, as required, then that employee will be charged to their balance on the Rolling Overtime Roster, equal to the time used as Sick Leave.

#### **ARTICLE 17-A FULL-TIME HOURS OF WORK**

**SECTION 17A.1.** The standard pay period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The workweek shall be computed between 8:01 a.m. on Sunday of each calendar week and at 08:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

**SECTION 17A.2.** Active pay status shall include all scheduled work hours, as well as, all hours while on approved, holidays, personal days, and vacation. However, sick leave shall not count as hours worked for overtime purposes.

**SECTION 17A.3.** In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

#### **ARTICLE 17-B PART-TIME HOURS OF WORK**

**SECTION 17B.1.** The work period shall be computed between 8:01 a.m. on Sunday of each calendar week and at 8:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

**SECTION 17B.2.** Active pay status shall include all scheduled work hours and sick leave, except sick leave shall not count as hours worked for overtime purposes.

**SECTION 17B.3.** In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

#### **ARTICLE 17-C PART-TIME PART-TIME EMPLOYEE SCHEDULING**

**SECTION 17C.1.** Part-time dispatchers are to turn in an availability schedule at the Director's direction, however, the Director shall not require such schedules more than sixty (60) days in advance. Issues regarding scheduling are a proper topic for Labor Management Meetings. An attempt will be made to schedule each part-time employee a minimum of eight (8) or twelve (12) hours per week depending on the scheduling priorities of the Agency. The hours of work scheduled per part time employee may vary based on operational requirements.

**SECTION 17C.2.** A part-time employee must timely provide availability unless these requirements are waived for the employee on a month by month basis at the sole discretion of the Director. Employees who fail to abide by these provisions shall be considered to have voluntarily resigned their working relationship with Belmont County 911.

**SECTION 17C.3.** A part time employee must be available a minimum of forty-eight (48) hours per month. If the number of available hours, stated above, falls below the forty-eight (48) hour minimum for three (3) consecutive months, or six (6) total months in a year, the employee shall be considered to have voluntarily resigned their working relationship with Belmont County 911. In addition, a part-time employee must respond and accept or reject the Employer's request to work within twenty (20) minutes of the Employer's request. Part time employees accepting a request to work will report as directed, or in as short of a time period as is reasonably possible. Failure to timely respond or timely report will be considered a refusal to work and applied to the employee's monthly count.

Family emergencies, other employment requirements, or other extenuating circumstances, as deemed reasonable by the Director, shall excuse a

part time employee from being assigned to the open shift. It is the responsibility of the employee to timely submit adequate documentation of said excuses to the Director.

Notice of resignations of part time employees pursuant to the above will be sent to the employee's last known address, and a copy provided to the local FOP/OLC President or designee.

**ARTICLE 18-A  
OVERTIME**

**SECTION 18.1.** Full-time bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of thirty-six (36) or forty (40) hours in any week, based upon their assigned work schedule, shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director, or his designee unless an emergency exists that requires immediate response.

**SECTION 18.2.** The Employer shall equally distribute overtime opportunities among qualified employees with the full-time employees currently having right of first refusal for overtime opportunities. If all full-time and part-time employees refuse, then a full-time employee will be mandated in inverse order by seniority.

**SECTION 18.3.** Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

**SECTION 18.4.** There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

**SECTION 18.5.** If a bargaining unit member's days off abut his/her vacation consisting of all regularly scheduled workdays between scheduled days off, they shall not be subject to a mandatory call in. The stretch of time off must begin and end with a Vacation day, and both vacation days must be abutted by days off, in order to be protected from mandatory call-in. Up to three (3) employees of the agency may be off on Vacation or Personal time at the same time, only in cases where one of these three days is a scheduled day off, protected by the above mandatory call-in restriction. An employee may be offered overtime on these abutting days off, but only after the overtime list has been exhausted. Employees turning down overtime on one of these abutting days will not be charged against their balance on the Rolling Overtime Roster (outlined in SOP 215). Overtime accepted on an abutting day off will be charged to their balance on the Rolling Overtime Roster, but any other abutting days will remain protected from mandate.

**SECTION 18.6.** Employees scheduled for stand-by status shall earn a stand-by supplement of two dollars and fifty cents (\$2.50) per hour when being on stand-by any time between 08:00 on Monday through 07:59 on Saturday. Employees scheduled for stand-by status shall earn a stand-by supplement of five dollars (\$5.00) per hour when being on stand-by any time between 08:00 on Saturday through 07:59 on Monday, or from 08:00 through 07:59 on any defined holiday, outlined in Article 22, Section 22.1 of this CBA, effective upon ratification of this contract. Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part time bargaining unit employees. Employees scheduled and paid for stand-by status shall be free to use their time as they please, but in order to receive the stand-by pay supplement employees must be readily available to report to work when directed in as short a time as is reasonably possible. The bargaining unit chairperson or designee shall be responsible for scheduling the standby employee. Standby responsibilities shall be rotated as equitably as possible among all bargaining unit employees, first utilizing full-time employees and only then offered to part-time employees.

**ARTICLE 18-B  
PERSONAL HOURS**

**Personal Leave Hours:** Employees shall receive **sixty (60)** hours of Personal Time off per year for each full-time employee. Said personal hours shall be issued every January 1. Employees requesting Personal leave must submit the request and receive approval by the Director or his designee at least forty-eight (48) hours prior to the date requested, except in exigent circumstances, in which the time limit may be waived by management. These Personal Hours must be used in increments of at least four (4) hours at a time. All unused personal hours, awarded in this section, will expire on December 31<sup>st</sup> of each calendar year. Any Personal Leave hours awarded in this section, not used in the calendar year that it was awarded, will be paid out to the employee on the pay period that includes January 1<sup>st</sup> of each year. This benefit shall be prorated for new hires as five (5) hours of Personal Leave for every full month worked in the partial calendar year.

**ARTICLE 19  
REPORT IN AND CALL-IN WORK**

**SECTION 19.1.** Any bargaining unit employee who accepts an authorized request to work during hours outside his regularly scheduled time, shall be paid in the following manner after reporting to his regular work assignment:

- A. Any bargaining unit employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at one and one half times his/her rate of pay for such work in addition to his regularly scheduled shift pay.
- B. A bargaining unit employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.
- C. When a bargaining unit member is called back to work, he shall be paid a minimum of two (2) hours at the appropriate rate of pay (i.e. overtime rate of pay). This provision shall apply to bargaining unit members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Director or his designee.

**ARTICLE 20  
TRAINING**

**SECTION 20.1.** Each employee may request training. Said training or schooling is not to be mandatory but left to the discretion of the Director. All training and schooling will be scheduled in accordance with the needs of the Director and rotated among the full-time and part-time employees, by seniority. All training and schooling shall be posted thirty (30) days in advance.

**SECTION 20.2.** Any training that is mandated by the State, Federal, or the County shall be attended as time worked. If the employee works more than forty (40) hours in a work week by attending mandatory training, overtime shall apply. The Employer may adjust the employee's schedule for training purposes only.

**SECTION 20.3.** Any mandated training that requires driving outside of the County, the County shall provide a vehicle to use to and from the training, or if the employee uses his/her personal vehicle, they shall be compensated in accordance with the County policy and any additional cost to the employee. (i.e. food, parking and or lodging) Receipts shall be required.

**ARTICLE 21  
VACATIONS**

**SECTION 21.1.** All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
Less than six (6) months	0	0
Six (6) months to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty-five (25) years	5	200
Twenty-five + (25+) years	6	240

Such vacation leave shall be accrued to employees at the following rates:

<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.



**SECTION 21.2.** Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of thirty-six (36) hours and must encumber a stretch of seven (7) continuous days, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

**SECTION 21.3.** An employee requesting a vacation leave, must submit the request and receive approval by the Director or his designee at least seventy-two (72) hours prior to commencement of such leave. Time limits may be waived under exigent circumstances by the Director or his designee.

**SECTION 21.4.** The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than November 1 of each year for the following calendar year.

During the two-week period of November 1 through November 14 each year, all full-time employees will submit their full week vacation requests. This submittal period will end at midnight on November 14<sup>th</sup>. From November 15-21, vacation requests for the following year will be closed, so that management has time to update the following year's schedule with the full week requests by seniority. On November 22, through November 28, employees will then be permitted to submit requests for individual vacation days. On November 29<sup>th</sup>, individual vacation days will then be awarded by seniority and placed on the schedule. Vacation requests and/or changes submitted after December 7<sup>th</sup> shall be scheduled on a first come, first served basis.

**SECTION 21.5.** The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

**SECTION 21.6.** Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

**SECTION 21.7.** Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

**SECTION 21.8.** Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

## **ARTICLE 22 HOLIDAYS**

**SECTION 22.1.** All full-time employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays (with the exception of the holidays marked with \*\*):

New Year's Day \*\*  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day \*\*  
Day After Thanksgiving  
Christmas Eve  
Christmas Day \*\*

\*\* Employees working eight (8) or more hours on New Year's Day, Thanksgiving Day, or Christmas Day will waive the eight (8) hours of Holiday Pay and instead receive two and one half (2 ½) times their base rate of pay for all hours worked on those three days. If off, or working less than eight (8) hours on one of those three designated holidays, the employee will continue to receive the eight (8) hours of holiday pay, plus one and one half (1 ½) times their base rate of pay for any hours worked.

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday. Holidays shall be celebrated on the actual day of the holiday.

**SECTION 22.2.** An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

**SECTION 22.3.** Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged sick leave for the scheduled hours, in lieu of holiday pay.

**SECTION 22.4.** To receive holiday pay, an employee must work his/her last scheduled workday before the holiday and his/her next scheduled workday following the holiday, excluding a break of seven (7) days or more.

**SECTION 22.5.** A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

**SECTION 22.6.** Any employee working overtime on a designated holiday above, will receive their overtime pay at a premium rate of two times (2x) their base rate of pay. Holiday pay will remain at one times (1x) their base rate of pay.

**SECTION 22.7.** Employees working on any day declared a "Calamity Day", by the Board of County Commissioners, will receive one and one half (1 ½) their base rate of pay for all hours worked on that day.

A declared Calamity Day, by the Board of County Commissioners, will be considered an event in which County offices are ordered closed to all non-essential employees, due to damage, distress to employees or a disaster situation. Examples of this would be severe weather events, countywide disasters, potential illness or disease outbreak, etc. "Calamity Day" does not include a day where the Board of County Commissioners, or any county department head, decides to allow their own employees to go home early, or not report to work at all, as a reward or kind gesture.

## **ARTICLE 23 HEALTH AND SAFETY**

**SECTION 23.1.** The Employer agrees to maintain, in safe working condition, all facilities, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

**SECTION 23.2.** Adequate first-aid equipment will be provided.

## **ARTICLE 24 UNIFORM ALLOWANCE**

**SECTION 24.1.** If uniforms are required they will be worn in accordance with Section 201, Uniform Dress Code of the Standing Operating Procedures.

## **ARTICLE 25 PROFESSIONAL LIABILITY INSURANCE**

**SECTION 25.1.** The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of \$500,000.00 per person and \$500,000.00 per incident).

## **FULL-TIME**

## **ARTICLE 26 HOSPITALIZATION AND MAJOR MEDICAL**

**SECTION 26.1.** The Employer agrees to maintain any medical insurance programs implemented by the County Commissioners each medical program contract year during the life of this Agreement.

**SECTION 26.2.** The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract. In addition, any increases in current benefits implemented by the Board of Belmont County Commissioners will automatically apply in the term of this Agreement.

**SECTION 26.3.** All employees shall pay, through payroll deduction, Fourteen (14%) percent towards their hospitalization insurance premiums for the life of this agreement.

**SECTION 26.4.** Belmont County may provide all eligible full-time employees under the age of 65, life insurance protection, and/or accidental

death and dismemberment (AD&D) coverage in such amounts and upon such terms as the Board of County Commissioners shall determine.

**SECTION 26.5.** An employee may opt to waive the insurance coverage provided by the County. An employee will be paid in accordance with the Belmont County Personalized Employee Plan. Each employee who waives hospitalization will receive \$1,000.00 annually to be paid quarterly.

The employee shall be required to provide a proof of Insurance (hospitalization) to the Employer before the “opt out” benefit is agreed to.

**ARTICLE 27  
WAGES**

**SECTION 27.1.**

Wages for each bargaining unit employee will be increased on January 1<sup>st</sup> of each year, as follows:

**2020:** SEE CHART BELOW

**2021:** SEE CHART BELOW

**2022:** SEE CHART BELOW

<b>2020</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
SERVICE TIME:	<b>0-1 YEARS</b>	<b>1-2 YEARS</b>	<b>2-3 YEARS</b>	<b>3-4 YEARS</b>	<b>4-5 YEARS</b>	<b>5+ YEARS</b>
% INCREASE:	0%	2.50%	2.50%	2.75%	2.75%	3.00%
HOURLY RATE:	\$16.76	17.55	17.94	18.37	18.78	19.24
<b>2021</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
SERVICE TIME:	<b>0-1 YEARS</b>	<b>1-2 YEARS</b>	<b>2-3 YEARS</b>	<b>3-4 YEARS</b>	<b>4-5 YEARS</b>	<b>5+ YEARS</b>
% INCREASE:	1.00%	2.50%	2.50%	2.75%	2.75%	3.00%
HOURLY RATE:	\$16.93	17.99	18.39	18.88	19.30	19.82
<b>2022</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
SERVICE TIME:	<b>0-1 YEARS</b>	<b>1-2 YEARS</b>	<b>2-3 YEARS</b>	<b>3-4 YEARS</b>	<b>4-5 YEARS</b>	<b>5+ YEARS</b>
% INCREASE:	2.00%	2.50%	2.50%	2.75%	2.75%	3.00%
HOURLY RATE:	\$17.27	18.44	18.85	19.40	19.83	20.41

**SECTION 27.2.**

- A. Any dispatcher working as a trainer shall receive an additional one dollar (\$1.00) for each hour served as a trainer. Employees serving as the trainer will be chosen by the Director, or their designee. Trainers will follow the Belmont County 9-1-1 New Employee Training program and will evaluate new employees daily and report their progress and issues to the Supervisor.
- B. LEADS TAC AND Assistant TAC will earn an additional \$0.25 added to their hourly pay rate. The position for LEADS TAC and Assistant TAC will be bid out with the person of the highest seniority getting each position. Management reserves the right to remove either person from the position if they fail to complete tasks required for that position, as stated in the rules and regulations of LEADS. These positions will be held until the person decides to resign from said position, or if Management removes them.

**SECTION 27.3.** The following rules will apply to those serving in the role of Acting Shift Supervisor:

- A. Both full-time and part-time employees are eligible to serve in the role of Acting Shift Supervisor
- B. Probationary employees are not eligible to serve as the Acting Shift Supervisor
- C. By default, the Acting Shift Supervisor should be the senior full-time dispatcher on duty (regardless of being on a trade or not), when the 9-1-1 Supervisor is not present in the building.
- D. If a non-probationary full-time dispatcher is not on duty, then the Acting Shift Supervisor role should be filled by the senior, non-probationary part-time dispatcher.
- E. At no time will three (3) probationary dispatchers be scheduled together without the presence of the 9-1-1 Supervisor or a qualified Acting Shift Supervisor, as outlined above.
- F. Management reserves the right to designate a less senior dispatcher as the Acting Shift Supervisor, in cases where poor performance and/or poor decision making has become an issue. If a less senior dispatcher is designated for the role, notification will be made, by management, to the affected employee(s) prior to starting their scheduled shift(s).
- G. Employees not comfortable with filling in as the Acting Shift Supervisor may waive that right by notifying the Director in writing. The correspondence should include a start and end date of the waiver (up to one year). Reevaluation of this decision will be discussed with the employee at the expiration of the stated time period, or at the request of the employee if the date is sooner than was originally stated. Employees waiving their right to serve as Acting Shift Supervisor understand that they also waive their right to additional pay, outlined in Section 27.2 (A) of this agreement.
- H. The senior full-time dispatcher on duty, even if working in the role of Trainer and not actively dispatcher, will still be considered the Acting Shift Supervisor regardless of their assigned job duties for that shift.
- I. Any dispatcher working as the Acting Shift Supervisor shall receive an additional one dollar (\$1.00) for each hour served as the Acting Shift Supervisor.

**ARTICLE 28  
SEVERABILITY**

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. OHIO LABOR COUNCIL will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

**ARTICLE 29  
WAIVER IN CASE OF EMERGENCY**

**SECTION 29.1.** In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County 911 or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

- A. Time limits for the processing of grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

**SECTION 29.2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 30  
NO STRIKE/NO LOCKOUT**

**SECTION 30.1.** The F.O.P. OHIO LABOR COUNCIL agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. OHIO LABOR COUNCIL agrees that there shall be no work interruptions,

slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. OHIO LABOR COUNCIL agrees that it shall join the Employer in requiring its members to return to work immediately.

**SECTION 30.2.** The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

**SECTION 30.3.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any authorized or unlawful strike.

#### **ARTICLE 31**

##### **COPIES OF AGREEMENT**

**SECTION 31.1.** The F.O.P. OHIO LABOR COUNCIL will provide copies of this Agreement to each member of the bargaining unit.

#### **ARTICLE 32**

##### **PAST PRACTICE**

Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. OHIO LABOR COUNCIL take place and said alteration is put in writing and signed by the parties.

#### **ARTICLE 33**

##### **BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW**

**SECTION 33.1.** In accordance with the provisions of Ohio Revised Code (ORC) Section 4117.10(A), all provisions listed in the index of this Agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC Section 124.01 through 124.56, ORC Sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this Agreement except as prohibited by ORC 4117.08(B). The applicability of Civil Service shall be governed by the Ohio Revised Code.

#### **ARTICLE 34**

##### **DRUG/ALCOHOL TESTING**

**SECTION 34.1.** Drug/Alcohol testing may be conducted on employee's post-incident or reasonable suspicion.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

**SECTION 34.2.** All drug-screening tests shall be conducted by medical laboratories selected by the Employer. No test shall be considered positive until it has been confirmed by a Medical Review Office (MRO). The procedures utilized by the Director and testing laboratory shall include an evidentiary chain of custody control.

**SECTION 34.3.**

A. The results of the testing shall be delivered to the Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

B. The Director may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Director may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

**SECTION 34.4.** If the testing required above has produced a positive result, the Director may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available; the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

**SECTION 34.5.** If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

**SECTION 34.6.** Costs of all drug screening tests, and confirmatory tests, shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**SECTION 34.7.** All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

#### **ARTICLE 35**

##### **JOB DUTIES**

The Belmont County 911 dispatchers are expected to perform their assigned job duties which are directly related to their positions as dispatchers. Other duties which are not directly related (i.e., snow removal, custodial tasks, and other work regarding the general upkeep of the facility) are tasks which the dispatchers will not be expected to perform in the future.

The dispatchers will be expected to continue to maintain their own personal work area and take care of their own personal items such as dirty dishes and other eating utensils.

#### **ARTICLE 36**

##### **PROBATIONARY PERIOD**

**SECTION 36.1.** Every newly hired employee of the Belmont County 911 Center will be required to successfully complete a probationary period of one (1) year or three hundred sixty-five (365) calendar days. All bargaining unit members hired prior to the effective date of this Agreement will complete the probationary period of one (1) year following their date of hire.

**SECTION 36.2.** A newly hired employee who is terminated during his/her probationary period will have no access to the grievance procedure as contained in this Agreement to protect his/her removal.

**SECTION 36.3.** Any probationary bargaining unit member who is off work in nonpaid status due to illness or injury shall have their probationary period extended by the amount of time off work. Any time on a leave of absence without pay shall not be counted as part of the probationary period which shall cause the extension of the probationary period by an equal number of days spent in no-pay status.

#### **ARTICLE 37**

##### **DURATION OF AGREEMENT**

**SECTION 37.1.**

A. This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2022 unless otherwise terminated as provided herein.

B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.

C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

**SIGNATURE PAGE**

*IN WITNESS, WHEREOF*, the parties have caused this Agreement to be executed on this 11th day of December, 2019.

**FOR THE EMPLOYER:**

Bryan E. Minder /s/  
Bryan E. Minder  
Belmont County 911 Director  
James Delman /s/  
James Delman  
Belmont County 911 Deputy Director  
Anthony J. Gregor /s/  
Anthony Gregor  
Belmont County 911 Supervisor  
Katie Bayness /s/  
Katie Bayness  
Belmont County HR Administrator

**FOR THE UNION:**

Chuck Wilson /s/  
Chuck Wilson  
Senior Staff Representative  
Dustin Hudak /s/  
Dustin Hudak  
FOP Associate  
Shawn Yost /s/  
Shawn Yost  
FOP Associate  
Kyle Jones /s/  
Kyle Jones  
FOP Associate

**BELMONT COUNTY COMMISSIONERS:**

Josh Meyer /s/  
Josh Meyer, President  
Jerry Echemann /s/  
Jerry Echemann, Vice President  
J. P. Dutton /s/  
J.P. Dutton, Commissioner

Approved as to Form:  
David K. Liberati /s/ Assist. PA  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENT TO THE BELMONT COUNTY LAW LIBRARY RESOURCE BOARD**

Motion made by Mr. Meyer, seconded by Mr. Echemann to reappoint Elizabeth Glick to the Belmont County Law Library Resource Board for a five-year term, beginning January 1, 2020 and ending December 31, 2024, per Ohio Revised Code 307.511(D).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR LICENSE FOR CADDY SHACK PROPERTIES, LLC, DBA SOUTH END BAR & GRILL**

Motion made by Mr. Meyer, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D5, liquor license, Permit No. 1174584, from Wegee Road Buzz Inn LLC, 57060 Wegee Road, Mead Township, Shadyside, Ohio 43947 to Caddy Shack Properties, LLC, DBA South End Bar & Grill, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUOTE FROM SMITH'S SAWDUST STUDIO/CORONER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the quote from Smith's Sawdust Studio in the amount of \$8,317.00 for a 10'x16' building for the Belmont County Coroner to use as a morgue.

Upon roll call the vote was as follows:

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

Mr. Meyer said East Ohio Regional Hospital had two coolers through a state grant that the Belmont County Coroner used to store bodies. With the closing of the hospital, the coolers were to go back to the state since they were state owned. Barnesville Hospital stepped in and offered Belmont County a temporary place to utilize the coolers until a building could be purchased so that they would not have to be returned to the state.

**IN THE MATTER OF ACCEPTING ESTIMATE FROM ABC LAWN CARE, LLC/COURTHOUSE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept estimate #1062 from ABC Lawn Care, LLC, for three (3) security cameras and installation in the amount of \$2,274.00 for the Belmont County Courthouse.

*Note: ABC Lawn Care, LLC expanded their lawn care business into security camera installation and sales in 2018 in response to their customers' requests for better home and business protection.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS AND CANDACE FLEAGANE**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the Memorandum of Understanding, effective January 1, 2020 through December 31, 2020, by and between the Board of County Commissioners of Belmont County, Ohio and Candace Fleagane; Ms. Fleagane will assist the County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into this 11th day of December, 2019, by and between the Board of County Commissioners of Belmont County, Ohio ("County") and Candace Fleagane ("Fleagane").

December 11, 2019

WHEREAS, County operates an Animal Shelter primarily for the care and control of dogs pursuant to the Ohio Revised Code; and WHEREAS, Fleagane is concerned with the care and control of cats and desires to assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

NOW THEREFORE, County and Fleagane agree as follows:

- (1) During the term of this agreement, County shall provide a room at the Animal Shelter to house cats that have been surrendered to the Shelter until such time as said cats may be adopted. It is anticipated that the room can accommodate up to 32 cats at any one time.
- (2) Fleagane agrees to assume the cost of providing initial care of cats surrendered to the Shelter so that the same may be adopted. These initial costs shall include routine spay and neutering, and any general health issues. Fleagane shall not assume the cost associated with treatment of any extraordinary injury or serious disease of any individual cat unless agreed to by Fleagane prior to treatment.
- (3) County shall provide spay and neutering services and initial care of the cats through the services of local veterinarians.
- (4) Within ten (10) days of the end of each calendar month, County shall submit to Fleagane the costs incurred by County for spaying, neutering, and providing general routine healthcare to the cats during the preceding calendar month and Fleagane shall pay said amount in full to County within 30 days of receiving the invoice for said costs.
- (5) Since Fleagane is subsidizing the cost of initial healthcare for the cats, the County agrees to reduce the adoption fee for said cats to \$50.00 to allow for more adoptions.
- (6) This Agreement may be terminated by either party upon ten (10) days' notice to the other in writing.
- (7) This Memorandum of Understanding shall remain in effect through, and including, December 31, 2020 and shall terminate at that time unless renewed in writing by County and Fleagane.

Board of County Commissioners of Belmont County:

12-11-19  
Date

Josh Meyer /s/  
Josh Meyer, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Candace Fleagane

Approved as to form:

David K. Liberati /s/

David K. Liberati  
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

Mr. Meyer said Candace Fleagane has done a fantastic job of helping out with the cats at the Animal Shelter. She helps with costs for spaying and neutering and general health issues of the cats.

**IN THE MATTER OF APPROVING THE RENEWAL OF THE ONE-YEAR LEASE AGREEMENTS WITH BCDJFS FOR FOX SHANNON AND MARTINS FERRY LOCATIONS**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the renewal of the one-year lease agreements with the Belmont County Department of Job and Family Services for the Fox-Shannon and Martins Ferry locations, effective January 1, 2020, as follows:

<b>Building Location</b>	<b>Annual Amount</b>
310 Fox-Shannon Place	\$ 1,788.60
302 Walnut St., Martins Ferry	\$27,580.00

**2020 LEASE AGREEMENT**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville**, Ohio 43950.

For the term of one (1) year commencing on January 1, 2020 at a total cost of \$1788.60, payable in twelve (12) monthly installments of \$149.05 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

- 1. That the Lessee will pay the rent at the time and place and in the manner specified above;
- 2. That the Lessee will occupy the premises in a safe and proper manner;
- 3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
- 4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
- 5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
- 6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
- 7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
- 8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
- 9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
- 10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
- 11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
- 12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
- 13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
- 14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
- 15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
- 16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
- 17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 11th day of December, 2019, at St. Clairsville, Ohio.

Josh Meyer /s/  
Josh Meyer, President

December 11, 2019

Belmont County Board of Commissioners  
Lessor  
Vince Gianangeli /s/  
Vince Gianangeli, Director  
Belmont County Dept. of Job & Family Services  
Lessee  
Approved as to form:  
David K. Liberati /s/  
David K. Liberati  
Belmont County Assistant Prosecutor

**2020 LEASE AGREEMENT**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:  
Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935.**

For the term of one (1) year commencing on January 1, 2019 at a total cost of \$27,580.00, payable in eleven (11) monthly installments of \$2,298.33 and one (1) monthly installment of \$2,298.37 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 11th day of December, 2019, at St. Clairsville, Ohio.

Josh Meyer /s/  
Josh Meyer, President  
Belmont County Board of Commissioners  
Lessor  
Vince Gianangeli /s/  
Vince Gianangeli, Director  
Belmont County Dept. of Job & Family Services  
Lessee  
Approved as to form:  
David K. Liberati /s/  
David K. Liberati  
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE VENDOR AGREEMENTS FOR TITLE XIX (19) TRANSPORTATION SERVICES**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2020 to December 31, 2020, for the provision of Title XIX (19) transportation services:

<b><u>VENDOR</u></b>	<b><u>CONTRACT AMOUNT NOT TO EXCEED</u></b>
Barnesville Taxi Service, LLC	\$475,000.00
City of Martins Ferry, Emergency Medical Services	\$475,000.00
Neffs Volunteer Fire Department, Inc.	\$475,000.00
National Church Residences Transportation Services, LLC	\$475,000.00

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

**Whereas**, this vendor agreement, entered into on the **11<sup>th</sup>** day of **December 2019**, by and between the Belmont County Department of Job and Family Services (hereinafter "Department") and see above list of entities (hereinafter "Provider") to provide Title XIX Transportation services.

**I. Parties**

The parties to this agreement are as follows:

Department: The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
(740)695-1075  
Provider Barnesville Taxi Service, LLC  
611 Bond Avenue  
Barnesville OH 43713  
(740)425-9900

## **II. Contract Period**

This contract and its terms and provisions will become effective January 1, 2020 and terminate December 31, 2020. This agreement may be renewed on a year to year basis for up to one (1) additional year based on satisfactory contractual and performance review as determined by the Department. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

## **III. General Regulations**

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

## **IV. Termination/Breach of Contract**

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party's right 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
  1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
  2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
  3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
  4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
  1. Schedule trips from the participant's home to medical appointments and return to participant's home.
  2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
  1. Notify the participant within 24 hours when unable to accommodate the participant's request.
  2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
  3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
  4. The Provider must adhere to the participant's certification period provided by the Department.



G. The Department and Provider agree to the following activities during the term of this agreement:

1. The Department will provide NET eligible participants with Provider information.
2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

**V. Payment Procedures**

- A. The Department agrees to pay the Provider **\$3.00 per mile for trips outside the Barnesville corporation limit and \$7.00 one-way for trips inside the Barnesville Corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.**
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
  1. Failure to meet service requirements:
  2. Failure to meet performance standards; and
  3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

**VI. Responsibility for Audit Exception**

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

**VII. Reports and Records**

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
  1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
  2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

**VIII. Special Certification**

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local



government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.

- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

**IX. Unresolved Findings of Recovery**

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

**X. Federal Compliance**

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

**XI. Signatures and Execution of this Agreement**

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Vince Gianangeli /s/</u>	<u>12-3-19</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Aaron K. Wildman /s/</u>	<u>12/4/19</u>
Barnesville Taxi Service, LLC	Date
<u>Aaron K. Wildman</u>	
Printed Name of Barnesville Taxi Service Representative	
<u>J. P. Dutton /s/</u>	<u>12/11/19</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>12-11-19</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>12/11/19</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to form:	
<u>David K. Liberati /s/ Assist P.A.</u>	<u>12-10-19</u>
Dave Liberati	Date
Belmont County Prosecutor	

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

**Whereas**, this vendor agreement, entered into on the 11<sup>th</sup> day of **December 2019**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and City of Martins Ferry, Emergency Medical Services (hereinafter “Provider”) to provide Title XIX Transportation services.

**I. Parties**

The parties to this agreement are as follows:

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

Provider: City of Martins Ferry, Emergency Medical Services

35 South Fifth Street  
Martins Ferry OH 43935  
(740)633-0313

**II. Contract Period**

This contract and its terms and provisions will become effective January 1, 2020 and terminate December 31, 2020. This agreement may be renewed on a year to year basis for up to one (1) additional year based on satisfactory contractual and performance review as determined by the Department. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

**III. General Regulations**

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

**IV. Termination/Breach of Contract**

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party's right 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
  1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
  2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
  3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
  4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
  1. Schedule trips from the participant's home to medical appointments and return to participant's home.
  2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
  1. Notify the participant within 24 hours when unable to accommodate the participant's request.
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  3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
  4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
  1. The Department will provide NET eligible participants with Provider information.

2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

#### **V. Payment Procedures**

- A. The Department agrees to pay the Provider **\$3.00 per mile for trips and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.**
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
  1. Failure to meet service requirements:
  2. Failure to meet performance standards; and
  3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

#### **VI. Responsibility for Audit Exception**

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

#### **VII. Reports and Records**

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
  1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
  2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

#### **VIII. Special Certification**

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.

- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

**IX. Unresolved Findings of Recovery**

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

**X. Federal Compliance**

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

**XI. Signatures and Execution of this Agreement**

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Vince Gianangeli /s/</u>	<u>12-3-19</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Robert Krajnyak /s/</u>	<u>12-12-19</u>
Robert Krajnyak, Mayor	Date
City of Martins Ferry/Martins Ferry EMS	
<u>J. P. Dutton /s/</u>	<u>12/11/19</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>12/11/19</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>12/11/19</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>12-10-19</u>
Dave Liberati	Date
Belmont County Prosecutor	

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

**Whereas**, this vendor agreement, entered into on the 11<sup>th</sup> day of **December 2019**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and Neffs Volunteer Fire Department, Inc. (hereinafter “Provider”) to provide Title XIX Transportation services.

**I. Parties**

The parties to this agreement are as follows:  
Department: The Belmont County Department of Job and Family Services

68145 Hammond Road  
St. Clairsville OH 43950  
(740)695-1075  
Provider Neff's Volunteer Fire Department, Inc.  
54044 Pike Street  
Neffs OH 43940  
(740)676-5563

## **II. Contract Period**

This contract and its terms and provisions will become effective January 1, 2020 and terminate December 31, 2020. This agreement may be renewed on a year to year basis for up to one (1) additional year based on satisfactory contractual and performance review as determined by the Department. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

## **III. General Regulations**

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

## **IV. Termination/Breach of Contract**

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party's right 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
  1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
  2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
  3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
  4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
  1. Schedule trips from the participant's home to medical appointments and return to participant's home.
  2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
  1. Notify the participant within 24 hours when unable to accommodate the participant's request.
  2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
  3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
  4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:

1. The Department will provide NET eligible participants with Provider information.
2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

**V. Payment Procedures**

- A. The Department agrees to pay the Provider **\$3.00 per mile for trips outside the and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.**
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
  4. Failure to meet service requirements:
  5. Failure to meet performance standards; and
  6. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

**VI. Responsibility for Audit Exception**

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

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

**Whereas**, this vendor agreement, entered into on the **11<sup>th</sup>** day of **December 2019**, by and between the Belmont County Department of Job and Family Services (hereinafter "Department") and Neffs Volunteer Fire Department, Inc. (hereinafter "Provider") to provide Title XIX Transportation services.

**I. Parties**

The parties to this agreement are as follows:

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

Provider Neffs Volunteer Fire Department, Inc.  
54044 Pike Street  
Neffs OH 43940  
(740)676-5563

**II. Contract Period**

This contract and its terms and provisions will become effective January 1, 2020 and terminate December 31, 2020. This agreement may be renewed on a year to year basis for up to one (1) additional year based on satisfactory contractual and performance review as determined by the Department. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

**III. General Regulations**

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

**IV. Termination/Breach of Contract**

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party's right 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
  2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
  3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
  4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
1. Schedule trips from the participant's home to medical appointments and return to participant's home.
  2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
1. Notify the participant within 24 hours when unable to accommodate the participant's request.
  2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
  3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
  4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
1. The Department will provide NET eligible participants with Provider information.
  2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
  3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

## V. Payment Procedures

- A. The Department agrees to pay the Provider **\$3.00 per mile for trips and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.**
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
7. Failure to meet service requirements:
  8. Failure to meet performance standards; and

9. Failure to meet performance reporting requirements.

- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

#### **VI. Responsibility for Audit Exception**

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

#### **VII. Reports and Records**

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
3. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
  4. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

#### **VIII. Special Certification**

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

#### **IX. Unresolved Findings of Recovery**

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

#### **X. Federal Compliance**

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

**XI. Signatures and Execution of this Agreement**

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director Belmont County Department of Job and Family Services	<u>12-3-19</u> Date
<u>Donald Keyser /s/</u> Donald Keyser, President Neffs Volunteer Fire Department, Inc.	<u>12/04/19</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>12/11/19</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>12/11/19</u> Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	<u>12/11/19</u> Date
Approved as to form: <u>David K. Liberati /s/ Assist P.A.</u> Dave Liberati Belmont County Prosecutor	<u>12-10-19</u> Date

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

**Whereas**, this vendor agreement, entered into on the 11<sup>th</sup> day of **December 2019**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and National Church Residences Transportation Services, LLC (hereinafter “Provider”) to provide Title XIX Transportation services.

**I. Parties**

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	National Church Residences Transportation Services, LLC 485 North Street Barnesville OH 43713 (740)425-9001

**II. Contract Period**

This contract and its terms and provisions will become effective January 1, 2020 and terminate December 31, 2020. This agreement may be renewed on a year to year basis for up to one (1) additional year based on satisfactory contractual and performance review as determined by the Department. This is the second agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

**III. General Regulations**

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

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- A. 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 and/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.

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any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party's right 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 agreement at its discretion.

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  - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
  - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
  - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
  - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
  - 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
  - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
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  - 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
  - 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
  - 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
  - 4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
  - 1. The Department will provide NET eligible participants with Provider information.
  - 2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
  - 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

## V. Payment Procedures

- A. The Department agrees to pay the Provider **\$3.00 per mile for trips outside the and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.**
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
  - 10. Failure to meet service requirements:
  - 11. Failure to meet performance standards; and
  - 12. Failure to meet performance reporting requirements.

- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

#### **VI. Responsibility for Audit Exception**

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

#### **VII. Reports and Records**

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
  1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
  2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

#### **VIII. Special Certification**

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

#### **IX. Unresolved Findings of Recovery**

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

#### **X. Federal Compliance**

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].

- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

**XI. Signatures and Execution of this Agreement**

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director Belmont County Department of Job and Family Services	<u>12-3-19</u> Date
<u>Peggy Hickenbottom /s/</u> Peggy Hickenbottom National Church Residences Transportation Services, LLC	<u>12-4-19</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>12/11/19</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>12-11-19</u> Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	<u>12/11/19</u> Date
Approved as to form: <u>David K. Liberati /s/</u> Dave Liberati Belmont County Prosecutor	<u>12-10-19</u> Date

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 VAN WERT COUNTY FOR HOUSING PRISONERS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a contract with the Van Wert County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$50.00 per day, effective December 11, 2019.

**CONTRACT FOR PRISONER HOUSING**

This Agreement entered into by and between the **Board of County Commissioners, Van Wert County, Ohio**, (hereinafter referred to as "Van Wert County") and **Belmont County, Ohio, by and through its Board of County Commissioners** (hereinafter referred to as "Contractee") effective the 11th day of December 2019;

**WITNESSETH:**

**Whereas**, Contractee is duly authorized to exercise, perform, render, or contract for jail services; and  
**Whereas**, Contractee is, or from time to time may be, without adequate and sufficient facilities for incarceration and care of its prisoners; and  
**Whereas**, Van Wert County and Contractee desire that Van Wert County provide jail services to Contractee and have Contractee's prisoners incarcerated and cared for in the Van Wert County Jail for such periods as may be directed by the Courts and/or Contractee; and  
**Whereas**, the parties are duly authorized to enter into this agreement;  
**Now therefore**, for the consideration hereinafter named, the parties hereto agree as follows:

**1. Parameters of Contract**

This contract shall apply to all prisoners sentenced or pre-sentenced under the provisions of an ordinance of a municipality, a village, or a resolution of a political subdivision of the State of Ohio, or a law of the State of Ohio.

**2. Services Provided by Van Wert County**

Van Wert County will receive and care for, at the Van Wert County Jail, all prisoners committed by Contractee for such length of time as said prisoners respectively may be committed by the sentencing court of competent jurisdiction, subject to the provisions of this agreement. Acceptance of prisoners by Van Wert County is also subject to available space. No particular number of prisoners are deemed to be acceptable.

The care, control, custody and supervision of prisoners accepted by Van Wert County shall be exercised in conformity with the minimum standards for full service jails in Ohio as adopted by the rules and regulations of the Ohio Department of Rehabilitation and Corrections and the rules and regulations and policies of operation of the Van Wert County Jail as adopted by the Sheriff of Van Wert County, Ohio.

Upon delivery to the Van Wert County Jail by Contractee of its prisoners, along with proper commitment papers, Van Wert County shall accept and receive said prisoners for incarceration therein, provided however, that this agreement imposes no obligation upon Van Wert County to accept any or all such prisoners tendered by Contractee for incarceration in the Van Wert County Jail, when, at the discretion of the Sheriff of Van Wert County, or others (see Section 7 of this agreement for detail) for whatever reason, chooses not to do so. It shall be the obligation of Contractee to telephone or otherwise contact the Sheriff of Van Wert County, Ohio, before delivery of Contractee's prisoners to ascertain that the same will be accepted for incarceration within the Van Wert County Jail. Contractee will also notify Van Wert County of an estimated time of arrival.

**3. LIABILITY**

Contractee agrees that the liability and responsibility for the detention of Contractee's prisoners without commitment from a court shall be with the Contractee.

**4. COSTS, EXPENSES AND TRANSPORTATION TO AND FROM JAIL**

Persons imprisoned by Contractee or arrested and brought to the Van Wert County Jail for incarceration shall be escorted and transported by Contractee at Contractee's expense to the Van Wert County Jail.

In no event shall Van Wert County transport Contractee's prisoners outside Van Wert County Jurisdiction. When the destination of Contractee's prisoner transportation is outside Van Wert County, Contractee shall arrange, at Contractee's sole expense, transportation of said prisoner to and from the Van Wert County Jail.

**5. COST OF HOUSING**

Contractee shall pay to Van Wert County, for each person so confined in the Van Wert County Jail, the sum of \$50.00 per prisoner day during such confinement. "Prisoner day" is any one calendar day, or any part thereof, separately computed for each of Contractee's prisoners, during which said prisoner is actually subject to the care, control, custody, and supervision of the Sheriff of Van Wert County, Ohio, or any of his agents or employees.

Contractee shall reimburse Van Wert County for any and all damage to the Van Wert County Jail, its fixtures, appliances, equipment or other property owned by Van Wert County, whether intentionally or negligently caused by Contractee or Contractee's prisoners.

Contractee has no obligation to reimburse Van Wert County for ordinary wear and tear to Van Wert County's real and personal property.

Van Wert County Sheriff shall prepare and submit to Contractee, at least once a month, a statement specifying all obligations for payment required of Contractee hereunder. Contractee shall pay unto Van Wert County the amount specified in such statements.

**6. MEDICAL, DENTAL, HOSPITAL, DEATH COSTS OF PRISONERS**

Contractee shall pay all sums expended for or incurred in the name of Van Wert County for any and all medical, dental or hospital treatments (inpatient or outpatient) necessary for the care of Contractee's prisoner/prisoners while such prisoner or prisoners are in the custody and control of Van Wert County including, but not limited to, examinations, treatments, prescription medication, x-rays, laboratory work, physical therapy, testing and referrals to outside physicians, Mental Health Professionals or specialists.

In the event hospitalization is deemed necessary, Van Wert County shall notify Contractee when the fact is known or as soon thereafter as possible. If the prisoner(s) requires hospitalization under guard, they will be booked out of jail into the custody of Contractee, Contractee shall provide their own security. In the event the Contractee cannot provide security, the Contractee shall pay all costs associated with my Office providing security for the Contractee's inmate.

In case of the death of a prisoner, Van Wert County shall not be liable for any costs or expenses related to said death. Contractee shall pay for all expenses and costs relating, but not limited to, transportation of the corpse, autopsy, and burial expenses.

**7. HABEAS CORPUS COSTS**

All reasonable and necessary expenses incurred by Van Wert County in any habeas corpus proceedings for any of Contractee's prisoners shall be paid by Contractee unless otherwise paid by or at the instance of said prisoner. The Prosecuting Attorney of Contractee or such counsel Contractee may obtain shall provide legal counsel in such proceedings.

**8. RIGHT OF VAN WERT COUNTY TO REFUSE PRISONER**

Van Wert County reserves the right to reject any and all persons who, because of medical or mental health problems shows it is unsafe to incarcerate such persons. The Van Wert County Sheriff shall not commit prisoners suffering from any communicable, contagious, infectious or venereal disease. Should any prisoner committed by Contractee develop or contract any such disease while detained at the Van Wert County Jail, or having received any prisoner so affected, without knowledge thereof upon discovery of such condition in any prisoner thereafter, Van Wert County may refuse to keep such prisoners. Upon such refusal to keep said prisoner by Van Wert County, shall immediately notify Contractee or Contractee's Sheriff's Office and advised of same. Upon notification provided herein, Contractee shall, at its own expense, promptly remove or cause to be removed such prisoners from the Van Wert County Jail.

Van Wert County shall not receive or allow to remain any pregnant female prisoners in the Van Wert County Jail.

Van Wert County further reserves the right to reject or return any and all prisoners committed to the Van Wert County Jail, when, in the sole discretion of Van Wert County, the Van Wert County Sheriff, or his employees, agents, or assigns determine that the conditions of said Van Wert County Jail and its prisoners are subject to hazards about safety and therefore injurious to the well-being of any and/or all inmates confined.

**9. TERM OF AGREEMENT**

This agreement shall begin upon the date recited first herein and continue in force until ended by either party upon ninety (90) days written notice of its intent to end to the other party. Any termination of this agreement shall not affect the agreement of the parties as to prisoners incarcerated at the time notice of termination is presented to the other party.

**10. AGREEMENT BY CONTRACTEE TO ACCEPT RULES, REGULATION AND LAW**

Contractee agrees to abide by any and all rules, regulations, laws and standards of conduct that now are or any time in the future may be in force at the Van Wert County Jail as prescribed by the Van Wert County Sheriff, Van Wert County Judges, the State of Ohio, or any other political subdivision having authority or empowered to make such rules, regulations, laws or Standards. All the above are open for inspection at the Van Wert County Jail.

**11. ENTIRE AGREEMENT**

This agreement represents the entire agreement between the parties and supersedes any and all prior verbal and written agreements concerning housing of prisoners between the parties.

**12. NO ASSIGNMENT**

This agreement cannot be assigned by either party without the express written consent of both parties.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their official seals this 11<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
\_\_\_\_\_  
Board of County Commissioners  
Van Wert County, Ohio Belmont County, Ohio

Josh Meyer /s/  
Jerry Echemann /s/  
J. P. Dutton /s/  
Board of County Commissioners

\_\_\_\_\_  
Sheriff of Van Wert County, Ohio  
Approved:

\_\_\_\_\_  
Sheriff of Belmont County, Ohio

\_\_\_\_\_  
Eva J. Yarger (0042061)  
Prosecuting Attorney of  
Van Wert County, Ohio

David K. Liberati /s/  
David K. Liberati  
Assistant Prosecuting Attorney of  
Belmont County, Ohio

Upon roll call the vote was as follows:

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

Mr. Meyer said no prisoners have been taken to Van Wert County, but they wanted to have the contract in place in case it was needed. The Belmont County Jail has been averaging about 180-190 prisoners a day, the capacity is 144 prisoners. Prisoners have also been housed at Jefferson and Monroe Counties this year.

December 11, 2019

**IN THE MATTER OF ENTERING INTO AGREEMENT, ON BEHALF OF  
BELMONT COUNTY SHERIFF, WITH THE VILLAGE OF HOLLOWAY**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Holloway for the purpose of providing police services to said village for a period of one year from January 1, 2020 through December 31, 2020 for the yearly sum of seven thousand dollars (\$7,000.00) to be paid by the Village of Holloway to the Sheriff's department.



**A RESOLUTION AUTHORIZING THE FILING OF THE 2019 CDBG CRITICAL INFRASTRUCTURE APPLICATION FOR THE VILLAGE OF BELLAIRE 49<sup>TH</sup> STREET SEWER SEPARATION PROJECT TO THE STATE OF OHIO-OFFICE OF COMMUNITY DEVELOPMENT**

WHEREAS, the Ohio Office of Community Development has made available Community Development Block Grant (CDBG) Competitive Critical Infrastructure funds for project benefiting Low- and moderate-income persons, and;

WHEREAS, the Belmont County Commissioners have eligible critical infrastructure projects in need of funding.

NOW THEREFORE BE IT RESOLVED, that Commission President Josh Meyer be authorized to apply for CDBG Critical Infrastructure Program funds from the Ohio Office of Community Development in the amount of \$495,450.00 to undertake a critical infrastructure project in the Village of Bellaire. Whereas the Village of Bellaire commits \$55,550.00 to match total project costs.

Upon roll call the vote was as follows:

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

Mr. Meyer explained the Village of Bellaire has an area on 49<sup>th</sup> Street where the sewer water and a storm drain have come together and they are under order by the EPA to separate that.

**Discussion-**

Mr. Dutton commented on the Belmont County Divisional Courts Renovation project and the earlier motion authorizing the issuance of not to exceed \$7,900,000 of notes. He said the \$7.9 million is the upper limit and this could be the largest renovation project in Belmont County's history to this point. Mr. Dutton said the first phase went well and hopefully the second phase goes just as well. He added when the board looks to borrow money, they use the law firm of Dinsmore and Shohl and financial advisor Bradley Payne. He said Bradley Payne advised Belmont County's portfolio is in a great spot and the bond rating continues to be good even with the sizable borrow.

Regarding the partnership with Candace Fleagane for the care of cats at the Animal Shelter, Mr. Dutton said it is working great and at no expense to the taxpayers. Ohio Revised Code states the county is only responsible for dogs. He said at one point, there were 70 cats at the shelter in a room meant for 30. At that time, the county had to briefly stop accepting cats for their health and safety. He added the Animal Shelter was running in the red then and now it isn't.

Mr. Echemann commented on the \$7.9 million note issuance for the upper building (to house the divisional courts and prosecutor) and said it's a low interest rate environment right now which helps.

**IN THE MATTER OF BID OPENING FOR BELMONT COUNTY SENIOR SERVICES VEHICLES**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for Senior Services of Belmont County for Two (2) all-wheel drive, four door sedans, four (4) four-wheel drive, hotshot vehicles with meal delivery package, one (1) rear entry wheelchair lift van and one (1) side entry wheelchair ramp van.

NAME	BID BOND		BID AMOUNT
<b>Doan Ford 66870 Belmont Morristown Rd. Belmont, Ohio 43718</b>	X	<b>(4) Hotshot Vehicles w/ meal delivery packages</b>	<b>\$202,112.00</b>
	X	<b>(1) Rear Entry wheelchair lift van</b>	<b>\$45,207.00</b>
		<b>(2) All-wheel drive, four-door sedans</b>	<b>No bid turned in</b>
		<b>(1) Side Entry wheelchair ramp van</b>	<b>No bid turned in</b>
<b>Thomas Garage 67791 Mall Road St. Clairsville, Ohio 43950</b>	X	<b>(4) Hotshot Vehicles w/ meal delivery packages</b>	<b>\$191,390.00</b>
	X	<b>(2) All-wheel drive, four door sedans</b>	<b>\$56,309.00</b>
	X	<b>(1) Rear Entry, wheelchair lift van</b>	<b>\$55,991.00</b>
	X	<b>(1) Side Entry wheelchair ramp van</b>	<b>\$53,574.00 (manual ramp only)</b>
<b>Whiteside of St. Clairsville, Inc. 50714 National Road St. Clairsville, Ohio 43950</b>	X	<b>(4) Hotshot Vehicles w/ meal delivery packages</b>	<b>\$201,644.00</b>
	X	<b>(2) All-wheel drive, four door sedans</b>	<b>\$67,224.00</b>
		<b>(1) Rear Entry, wheelchair lift van</b>	<b>No bid submitted</b>
		<b>(1) Side Entry wheelchair ramp van</b>	<b>No bid submitted</b>

Present for opening: Carl Dieter, Doan Ford.

Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids received for the following vehicles to Gary Armitage, Executive Director, for review and recommendation:

1. Two (2) all-wheel drive, four door sedans
2. Four (4) four-wheel drive, hotshot vehicles with meal delivery package
3. One (1) rear entry wheelchair lift van
4. One (1) side entry wheelchair ramp van

Upon roll call the vote was as follows:

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

**10:00 Proclamation in Honor of Belmont County Special Olympics Eagles Flag Football Team**

Present: Steve Williams, Board of Developmental Disabilities Superintendent, Pamela McCort, Board of Developmental Disabilities Communications Coordinator, Virgil Yingling, Belmont County Special Olympics Local Coordinator, team members Lance Marino, Pat Jobb and Harry Porter and Coach Victoria Powell.

**IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR OF BELMONT COUNTY SPECIAL OLYMPICS EAGLES FLAG FOOTBALL TEAM**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the proclamation in honor of Belmont County Special Olympics Eagles Flag Football Team.

**Proclamation  
in Honor of  
Belmont County Special Olympics  
Eagles Flag Football Team**

WHEREAS, the Belmont County Special Olympics Flag Football Team recently won the 2019 Special Olympics Ohio Flag Football Division 3 State Championship under the guidance of head coach Victoria Powell; and

WHEREAS, the game was played at the Paul Brown Stadium, home of the Cincinnati Bengals; and

WHEREAS, this is only the second year for Belmont County Special Olympics to have a flag football team and they compete against Special Olympic teams in other Ohio counties; and

WHEREAS, the flag football team includes: Austin Trimmer, Lance Marino, Luke Pomaranski, Mary Miller, Pat Jobb, Marcus Angle, Greg Hocking and Harry Porter; and

WHEREAS, the players are very dedicated, practicing twice a week; and

WHEREAS, heartfelt congratulations are extended to all team members and Coach Powell who have brought much pride to Belmont County.

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby honor the Belmont County Special Olympics Flag Football team on its achievement and wish them continued success in all their future endeavors.



December 11, 2019

Adopted this 11th day of December, 2019.

**BELMONT COUNTY COMMISSIONERS**

*Josh Meyer /s/*

*Jerry Echemann /s/*

*J. P. Dutton /s/*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:40 A. M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:21 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:21 a.m.

Upon roll call the vote was as follows:

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

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

**RECESS**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:25 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:25 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of December, 2019.

Josh Meyer /s/ \_\_\_\_\_

J. P. Dutton /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Jerry Echemann /s/ \_\_\_\_\_

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

Josh Meyer /s/ \_\_\_\_\_ PRESIDENT

Jayne Long /s/ \_\_\_\_\_ CLERK