

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, 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. Dutton, 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 \$299,349.97

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$201,850.32

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 February 26, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

B00 DOG & KENNEL FUND

E-1600-B000-B07.000	Veterinary Services	\$13,000.00
E-1600-B000-B11.000	Other Expenses	\$13,638.81

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 February 26, 2020 meeting date:

ACCT #	TOWNSHIP	Appropriation Amount
UND AUTO TAX APPROPRIATIONS		
E-9801-Y001-Y01.000	UND AUTO TAX	611,087.57
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	135,390.52
E-9801-Y001-Y05.000	PEASE TOWNSHIP	6,410.77
E-9801-Y001-Y06.000	GOSHEN TOWNSHIP	2,857.08
E-9801-Y001-Y07.000	WARREN TOWNSHIP	3,361.69
E-9801-Y001-Y08.000	PULTNEY TOWNSHIP	6,511.87
E-9801-Y001-Y09.000	FLUSHING TOWNSHIP	1,297.61
E-9801-Y001-Y10.000	COLERAIN TOWNSHIP	2,333.55
E-9801-Y001-Y11.000	KIRKWOOD TOWNSHIP	279.30
E-9801-Y001-Y12.000	MEAD TOWNSHIP	1,803.80
E-9801-Y001-Y13.000	RICHLAND TOWNSHIP	5,099.48
E-9801-Y001-Y14.000	SMITH TOWNSHIP	947.36
E-9801-Y001-Y15.000	SOMERSET TOWNSHIP	907.03
E-9801-Y001-Y16.000	UNION TOWNSHIP	1,481.06
E-9801-Y001-Y17.000	WASHINGTON TOWNSHIP	394.85
E-9801-Y001-Y18.000	WAYNE TOWNSHIP	297.77
E-9801-Y001-Y19.000	WHEELING TOWNSHIP	999.21
E-9801-Y001-Y20.000	YORK TOWNSHIP	479.44
	Total Auto Tax	781,939.96
MUNICIPAL AUTO LICENSE		
E-9802-Y002-Y08.000	MARTINS FERRY	39,321.71
COUNTY AUTO LICENSE		
E-9803-Y003-Y01.000	COUNTY AUTO LICENSE	272,053.57

	GASOLINE TAX	
E-9804-Y004-Y01.000	COUNTY GASOLINE TAX	1,069,798.91
	INDIGENT APPLICATION FEES	
E-9841-Y041-Y01.000	REMIT TO STATE	751.80
E-9841-Y041-Y02.000	REMIT TO COUNTY	3,007.20
	Total Indigent Application Fees	3,759.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 02, 2020****

Q54 2017 BLDG IMPROV & RENOV

E-9254-O054-O01.050	Principal Loan Pymts	\$926,252.00
E-9254-O054-O02.051	Interest Pymts	\$73,748.01
E-9254-O054-O03.000	Issuance Cost	\$9,276.48

Q54 TID BOND ANTICIPATION

E-9255-O054-O13.000	Issuance Cost	\$7,537.14
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Q54 2019 PHASE II BLDG IMPRV & RENOV

E-9256-O054-O15.050	Principal Loan Pymts	\$1,000,000.00
E-9256-O054-O16.051	Interest Pymts	\$100,000.00

****FEBRUARY 12, 2020****

S67 BCBDD-DD RESERVE FUND

E-2411-S067-S20.000	Other Expenses	\$200,000.00
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S68 BCBDD-RESIDENTIAL SERVICE FUND

E-2412-S068-S04.011	Contract Services	\$500,000.00
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S69 BCBDD-MEDICAID RESERVE FUND

E-2413-S069-S01.011	Contract Services	\$1,000,000.00
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****FEBRUARY 26, 2020****

A00 GENERAL FUND

E-0051-A001-A08.000	Travel and Expenses	\$609.00
E-0051-A001-A51.000	Oil and Gas	\$6,399.64
E-0057-A006-F06.011	Veterinary Services	\$2,154.64
E-0257-A015-A15.074	Transfers Out	\$201,850.32

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$7,500.00
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K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K13.012	Equipment	\$134,984.00
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$5,186.00
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M60 CARE & CUSTODY-JUVENILE COURT

E-0400-M060-M25.002	Salaries C-CAP	\$28,179.47
E-0400-M060-M26.003	PERS C-CAP	\$2,500.00

N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N04.055	Contract Projects	\$550,295.63
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N29 CAPITAL PROJECTS – FACILITIES

E-9029-N029-N20.055	Phase II Renovation of HP Bldg	\$201,850.32
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N41 ISSUE TWO MONIES

E-9041-N041-N01.500	Issue Two Funds	\$80,834.00
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S17 CHILDREN SERVICES/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$118,764.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$1,187.68
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S31 N.S.L.A. OAKVIEW JUVENILE

E-8012-S032-S00.000	Activity Fund	\$86.00
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W80 PROSECUTOR/VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$1,825.09
E-1511-W080-P05.003	PERS	\$560.00
E-1511-W080-P07.006	Hospitalization	\$1,825.09
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$608.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.

CASINO REVENUE Q4-2019/GENERAL FUND-\$201,850.32 deposited into R-0010-A000-A06.500 on 02/24/2020.

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$2,154.64 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 02/26/2020 (*Reimbursement from Belmont County Cat Stray Shun Program per MOU*)

N29 FUND/CASINO REVENUE Q4-2019-\$201,850.32 transferred from the General Fund line E-0257-A15-A15.074 to line R-9029-N029-N04.574 of the N29 Fund on 02/26/2020.

OIL & GAS RECEIPTS JANUARY AND FEBRUARY/GENERAL FUND-\$6,399.64 in Oil and Gas Receipts deposited into R-0050-A000-A02.500 on various dates (see table below)

01/28/2020	\$219.32
02/03/2020	\$84.47
02/03/2020	\$656.13
02/03/2020	\$1,544.34
02/04/2020	\$2,937.89
02/18/2020	\$18.58
02/18/2020	\$800.10
02/18/2020	\$138.81

REFUNDS & REIMBURSEMENTS-\$609.00 deposited into R-0050-A000-A45.500 on 02/18/2020 Conference Reimbursement from NPELEA)

**2019 CLOSED PO-
A00 GENERAL FUND**

PO#	FUND NUMBER	FUND NAME	AMOUNT
522122	E-1600-B000-B11.000	OTHER EXPENSES	\$26,683.81

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated February 26, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

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

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Debbie Reed to Columbus, OH, on March 25, 2020, to attend the Probate Roundtable meeting at the Ohio Supreme Court.

SENIORS-Donna Steadman to Moundsville, WV, on March 3, 10, 17 & 24, 2020, for a senior outing at the Four Seasons Pool. Daisy Braun to Moundsville, WV, on March 10, 2020, for a senior outing to The Guest House Restaurant, Dollar Tree & Goodwill. Mary Beth Tennant to Wheeling, WV, on March 19, 2020, for a senior outing to Wheeling Downs. County vehicles will be used for travel.

WATER & SEWER DEPT.-Jeff Azallion to Pittsburgh, PA, on March 5, 2020, to attend the PPG AutoColor Refinish Training Class. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 19, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE INTERIM DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

Motion by Mr. Dutton, seconded by Mr. Echemann to adopt the following:

RESOLUTION TO ASSIGN AUTHORITY TO THE INTERIM DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Interim Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Mike Schlantz, BCDJFS Interim Director, to serve as the Belmont County Board of Commissioners' designee and hereby grants Mike Schlantz the authority to sign the inter-county adjustment agreements on behalf of Belmont County for the period February 26, 2020 through December 31, 2020, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

Adopted this 26th day of February, 2020

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AGREEMENTS WITH
HAMMONTREE & ASSOCIATES, LTD/ENGINEER'S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreements for engineering services with Hammontree & Associates, Ltd., based upon the recommendation of Terry Lively, County Engineer, as follows:

- Pavement Rehabilitation Design for Pogue Road and Executive Drive, Richland Township, in the not to exceed amount of \$2,500.00.
- Installation Design for a low water crossing on Bull Run Road, Richland Township, in the not to exceed amount of \$7,600.00.
- Slip Repair Design for Willow Grove Road 1, Richland Township, in the not to exceed amount of \$8,400.00.
- Slip Repair Design for Willow Grove Road 2, Pultney Township, in the not to exceed amount of \$10,200.00.

Note: This will be paid by OPWC and MVGT funds.

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Pavement Rehabilitation Design

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of rehabilitating the pavement on Pogue Road and Executive Drive, Richland Township and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and **WHEREAS**, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary exhibit documents for the rehabilitation of the referenced roads.

ARTICLE 2- SCHEDULE

- 2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.
- 2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 15, 2020.

Exhibit Submittal May 1, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$2,500.00 (Two Thousand Five Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Exhibits	\$2,500
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TOTAL	\$2,500

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER'S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER'S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER'S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user's sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors' methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER'S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of February, 2020.

WITNESSES:

Jayne Long /s/
Jayne Long /s/
Jayne Long /s/
WITNESS:
Bonnie Zuzak /s/

BELMONT COUNTY BOARD OF
COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/
BELMONT COUNTY ENGINEER
Terry Lively /s/

Terry D. Lively, P.E., P.S.
HAMMONTREE & ASSOCIATES, LIMITED
By: _____
Title: _____

WITNESS:

Approved as to form:
DANIEL P. FRY
Belmont County Prosecutor
David K. Liberati /s/ Assist. P.A.

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Low Water Crossing – Bull Run Road

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of installing a low water crossing on Bull Run Road, Richland Township and in engaging the services of the ENGINEER in order to assist the COUNTY with the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary design documents for the installation of the referenced crossing.

ARTICLE 2- SCHEDULE

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 28, 2020.

Preliminary Design Submittal July 15, 2020
Final Design Submittal August 15, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$7,600.00 (Seven Thousand Six Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Final Design Plans.....	\$7,600
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TOTAL	\$7,600

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER’S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER’S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER’S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user’s sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors’ methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER’S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of February, 2020.

WITNESSES:

BELMONT COUNTY BOARD OF

Jayne Long /s/
Jayne Long /s/
Jayne Long /s/
WITNESS:
Bonnie Zuzak /s/

WITNESS:

Approved as to form:
DANIEL P. FRY
Belmont County Prosecutor
David K. Liberati /s/ Assist. P.A.

COMMISSIONERS
J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/
BELMONT COUNTY ENGINEER
Terry Lively /s/
Terry D. Lively, P.E., P.S.
HAMMONTREE & ASSOCIATES, LIMITED
By: _____
Title: _____

PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Slip Repair – Willow Grove Road 1

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of repairing a slip along Willow Grove Road, Richland Township and in engaging the services of the ENGINEER in order to assist the COUNTY with the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary design documents for the repair of the referenced slip.

ARTICLE 2- SCHEDULE

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 28, 2020.

Preliminary Design Submittal April 15, 2020
Final Design Submittal June 15, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$8,400.00 (Eight Thousand Four Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Final Design Plans.....\$8,400
TOTAL \$8,400

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER'S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER'S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

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Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

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of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user's sole risk and without liability or legal exposure to the ENGINEER.

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4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of February 2020.

WITNESSES:

WITNESSES:

Jayne Long /s/

Jayne Long /s/

Jayne Long /s/

WITNESS:

Bonnie Zuzak /s/

WITNESS:

Approved as to form:

DANIEL P. FRY

Belmont County Prosecutor

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

BELMONT COUNTY BOARD OF COMMISSIONERS

J. P. Dutton /s/

Jerry Echemann /s/

Josh Meyer /s/

BELMONT COUNTY ENGINEER

Terry Lively /s/

Terry D. Lively, P.E., P.S.

HAMMONTREE & ASSOCIATES, LIMITED

By: _____

Title: _____

**PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for**

Slip Repair – Willow Grove Road 2

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of repairing a slip along Willow Grove Road, Pultney Township and in engaging the services of the ENGINEER in order to assist the COUNTY with the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary design documents for the repair of the referenced slip.

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Preliminary Design Submittal	April 15, 2020
Final Design Submittal	June 15, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$10,200.00 (Ten Thousand Two Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Task 1 – Final Design Plans.....	\$10,200
----------------------------------	----------

TOTAL \$10,200

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER'S payment requests.

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4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26th day of February 2020.

WITNESSES:
WITNESSES:

Jayne Long /s/
Jayne Long /s/
Jayne Long /s/
WITNESS:
Bonnie Zuzak /s/

WITNESS:

Approved as to form:
DANIEL P. FRY
Belmont County Prosecutor
David K. Liberati /s/ Assist. P.A.

Upon roll call the vote was as follows:

BELMONT COUNTY BOARD OF
COMMISSIONERS
J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/
BELMONT COUNTY ENGINEER
Terry Lively /s/
Terry D. Lively, P.E., P.S.
HAMMONTREE & ASSOCIATES, LIMITED
By: _____
Title: _____

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH THE WASHINGTON COUNTY BOARD OF COMMISSIONERS FOR HOUSING OF PRISONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a contract with the Washington County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$68.00 per day, effective April 1, 2020 to March 31, 2021.

**CONTRACT FOR HOUSING PRISONERS
In the
WASHINGTON COUNTY JAIL**

WHEREAS, this contract is made this 26th day of FEBRUARY, 2020, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereafter referred to as "Sheriff", and BELMONT COUNTY COMMISSIONERS hereafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITNESSETH:

In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Washington County Jail the following persons:
 - a. All persons arrested by BELMONT COUNTY for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - b. All persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of sixty eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
3. Prisoners confined in the Washington County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive and prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.

6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be, in force at the offices of Washington County Commissioners, Common Pleas and Probate- Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. The parties to this contract agree that notice be given to certain persons when particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To that end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contract information for all such protected persons, at the time the inmate is brought to the Washington County Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provided, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

- 13. This agreement may be terminated by either party during its term, by giving the other party a minimum of ninety (90) days written notice.
- 14. This agreement shall be effective April 1, 2020, and terminate March 31, 2021
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the BELMONT COUNTY COMMISSIONERS pursuant to Resolution/Ordinance Number N/A passed FEB. 26, 2020.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

X [Signature]
Commissioner

X [Signature]
Commissioner

X [Signature]
Commissioner

Washington County Commissioners

Ronald L. Feathers, President

Kevin J. Ritter

David A. White

Larry R. Mincks, Sr., Sheriff

Witness

Sheriff

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

Ben Cowdery, Clerk

Approved as to form

Nicole T. Coil, Prosecutor

Upon roll call the vote was as follows:

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

Mr. Dutton said the jail currently has 144 beds. The daily average at the jail is around 190 inmates a day, it can get as high as 200. He added most of the out-of-county prisoners are located at Jefferson County and also Monroe County. Mr. Dutton said he doesn't know if we will be moving prisoners to Washington County in the near future, but it gives us another option closer to Belmont County. It will be another back up as we continue to work on longer term solutions, said Mr. Dutton.

IN THE MATTER OF APPROVING THE HIRING OF JEFFREY STANKUNAS, ESQ., ISAAC WILES/SHERIFF'S DEPT.

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve hiring Jeffrey Stankunas, Esq., Isaac Wiles, to represent the Sheriff's Department for FMLA Case ID #1903696; the rate for legal services to be \$180.00 per hour for work performed by partners and \$160.00 per hour for work performed by associates.

Note: Paid for by Sheriff's Department

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO VEHICLE MAINTENANCE AGREEMENT BETWEEN BELMONT COUNTY BOARD OF DD AND BELMONT COUNTY BOARD OF COMMISSIONERS, DBA SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective March 1, 2020 through December 31, 2020.

**VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY**

I. PURPOSE

This Agreement is made this 1st day of March, 2020 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This Agreement shall be in effect from March 1, 2020 through December 31, 2020.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services' vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$35.00 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services' vehicles (based on Senior Services' need) at the rate of \$50.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES' RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services' Executive Director.

VIII. NON-DISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Belmont County Board of Developmental Disabilities	
<i>Stephen L. Williams /s/</i>	2-24-20
Stephen L. Williams, Superintendent	Date
Belmont County Board of Commissioners	
<i>J. P. Dutton /s/</i>	2/27/2020
J.P. Dutton	Date
<i>Jerry Echemann /s/</i>	2-27-2020
Jerry Echemann	Date
<i>Josh Meyer /s/</i>	2/27/2020
Josh Meyer	Date
Approved as to form:	
<i>David K. Liberati /s/ Assist P.A.</i>	2-19-2020
Daniel P. Fry, Prosecuting Attorney	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT OF JAYNE LONG, CLERK FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the notice of retirement of Jayne Long, Clerk for the Belmont County Board of Commissioners, effective March 31, 2020.

Upon roll call the vote was as follows:

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

Richard Hord, Martins Ferry, questioned if the jail overcrowding issue is the same or getting worse. Mr. Dutton said it has been sort of at the same amount over the last 12 to 18 months. Mr. Meyer said this is just not a Belmont County issue, it is an issue throughout the state of Ohio and other states and they are continuing to look at all solutions. Mr. Dutton said at least a third of the counties across the state are pursuing some type of jail project. He said the County Commissioners Association of Ohio is currently working with the Governor and the administration to see if funds could be made available for some of these jail projects. Estimates gathered from the counties total hundreds of millions of dollars. He added how the state handles felonies has changed. Individuals currently in state facilities may get pushed down to

county facilities which would be an additional strain on county facilities. Mr. Dutton said they are trying to determine the best solution for the next 10 to 20 years as any major decision will have a long-term effect on the budget.

OPEN PUBLIC FORUM-Frank Papini and Johnny Waugh, Belmont County Census Committee members, presented a hand out and gave an update on the upcoming census. Mr. Papini said the census is required by the constitution and it mandates everyone in the country be counted. He noted the first census was done in 1790 and it is done every ten years. "This is a vital, vital time as far as distribution of money and funds. One of the main reasons for the census is the reapportionment of the House of Representatives, how they redistrict and how many appointees to the state and federal government. There's \$675 billion in federal funding that's available through the census. They distribute this money through grants and funds to the states and counties which can be used for various things like roads, hospitals and other programs," said Mr. Papini. He added businesses use the data specifically when they want to look at an area, where they want to build, where they want factories, offices and stores. Local governments use it to see how they want to appropriate money. Real estate developers also use it to see where they want to develop. Mr. Papini said your responses are protected by the federal government, they cannot be used for anything, but statistical purposes. He said the census will start on April 1 and you can reply online, by phone or by mail. Mr. Papini stressed population results are very, very important. An area like St. Clairsville could lose city status with twelve less people and a lot of federal funding could be lost. He said ten years ago when the census was done there was a feeling 30% of the people from Bellaire were missed being counted and that if they had been counted Bellaire would now be a city, not a village. Mr. Waugh added a lot of the money allocated will be to the veterans' hospitals and veterans' clinic. He said the census will not ask for your Social Security number, bank or credit card numbers, or donations for a political party. The Board of Commissioners thanked Mr. Papini and Mr. Waugh for being part of the effort.

Father Ziebarth, Martins Ferry, inquired how much tax income would come to the county from the proposed cracker plant or will it be like Beaver County, Pennsylvania where the state cuts them a deal with no taxes coming. Mr. Dutton said, "We're not at that stage yet where we've announced any type of discussions like that." He added there is a lot of tax impact from a project like this, in general, whether it's collected from the bed tax, gas tax or property taxes. Father Ziebarth said he was specifically speaking about a corporation tax and if the company is going to be paying a tax rate similar to other businesses in the county and what type of income would that be to the county. Mr. Dutton said that is premature at this point. He said they will be having a discussion with the company and will do what is best for the county and its residents. Father Ziebarth asked how much is a county decision and how much does Columbus have to do with it. Mr. Dutton said he thinks people in Pennsylvania think the state stepped in and stopped the conversations with local governments there. He said they have not had any conversations with state officials about this but see it as a conversation we will have with the company and local entities (townships, etc.) that will be impacted.

Subdivision Hearing-Wilson Lane (Private Road), Colerain Twp.

Present: Terry Lively, Belmont County Engineer, Will Eddy, Drafting Technician II and Ty Wilson, property owner. Mr. Eddy reviewed maps of the area. He said the property owner is splitting it out to a relative and a private road needs platted to have the needed road frontage.

**IN THE MATTER OF FINAL PLAT APPROVAL
FOR WILSON LANE (PRIVATE ROAD)
COLERAIN TOWNSHIP, SEC. 14, T-7, R-3**

"Hearing Had 9:30 A.M."

**"FINAL PLAT APPROVAL"
O.R.C. 711.05**

Motion made by Mr. Dutton to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for Wilson Lane (Private Road), Colerain Township, Sec. 14, T-7, R-3, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Echemann seconded the motion and upon roll call the vote was as follows:

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

Subdivision Hearing-Parson's Estate (Private Road), Wayne Twp.

Present: Terry Lively, Belmont County Engineer, Will Eddy, Drafting Technician II and William Davis, Wayne Township Trustee. Mr. Eddy reviewed maps of the area. Mr. Eddy said this subdivision is being created from an estate. The previous owner passed away and the five lots that are being dedicated are being divided between the heirs of the estate. He said a private road needs to be dedicated in order for all five lots to have their road frontage. It branches off of Township Road 65 which is a through road, but where this is platted it is a private road. Mr. Davis asked if this will be a part of the township road. Mr. Eddy said the township has no part for now.

**IN THE MATTER OF FINAL PLAT APPROVAL
FOR PARSON'S ESTATE (PRIVATE ROAD)
WAYNE TOWNSHIP, SEC. 22, T-6, R-5**

"Hearing Had 9:30 A.M."

**"FINAL PLAT APPROVAL"
O.R.C. 711.05**

Motion made by Mr. Dutton to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for Parson's Estate (Private Road), Wayne Township, Sec. 22, T-6, R-5, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Echemann seconded the motion and upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:14 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

Commissioner Meyer exited executive session at 11:55 a.m.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:52 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:52 p.m.
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF EXTENDING PROBATION FOR
JOHN YAGER, UTILITY WORKER/WATER AND SEWER DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to extend the probation for John Yager, Utility Worker for Belmont County Water and Sewer District, for an additional 90 days to May 31, 2020 or until a Class B CDL is obtained, whichever is first.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Thursday, February 27, 2020 at 3:07 p.m. Present: Commissioners Dutton, Echemann and Meyer.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 3:07 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 5:01 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 5:01 p.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no action to be taken by the board at this time.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 5:01 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 5:01 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of March, 2020.

Jerry Echemann /s/

Josh Meyer /s/ COUNTY COMMISSIONERS

Commissioner J. P. Dutton – Absent

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

Jerry Echemann /s/ VICE-PRESIDENT

Jayne Long /s/ CLERK