

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 Bonnie Zuzak, Clerk of the Board.

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

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

Motion made by Mr. 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 \$268,397.16

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S66.003 PERS	E-8010-S030-S53.000 Medical	\$300.00
E-8010-S030-S66.003 PERS	E-8010-S030-S60.000 Maintenance	\$3,500.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Funds	\$164.92

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR JUNE, 2020

Motion made by Mr. Dutton, 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 June 2020.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,202.68
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	963.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,233.14
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,406.04
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	364.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,621.56
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,553.97
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,598.47
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,949.39
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	661.20
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,169.60
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,921.70
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,734.52
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,417.79
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,132.01
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,807.44
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	22,234.09
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,572.76
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,496.36
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,302.42
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,494.86
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.01

July 1, 2020

T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	279.02
			106,065.39
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,546.06
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,013.16
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	65.16
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	701.46
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	357.42
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	292.08
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	344.06
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	508.50
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	791.22
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	741.44
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	123.20
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	322.58
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	947.30
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	58.56
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	31.22
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	49,008.18
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,448.60
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,026.02
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,771.75
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,032.94
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,285.93
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,557.42
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	972.16
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	92.40
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.74
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	620.22
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,055.45
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	718.49
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,437.00
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,758.79
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,605.75
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,446.46
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,110.62
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,691.40
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	806.78
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	538.46
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	35,036.57
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	19,391.73
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,757.63

July 1, 2020

NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	645.40
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	797.90
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	123.20
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,183.76
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	339.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	667.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
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			314,981.50

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 July 1, 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 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 June 24, 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
DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES TO PERMIT THE TRANSFER OF FUNDS FROM THE
CHILDREN SERVICES FUND TO THE PUBLIC ASSISTANCE FUND**

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

**RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES TO PERMIT THE TRANSFER OF FUNDS FROM THE CHILDREN SERVICES FUND TO THE PUBLIC
ASSISTANCE FUND**

WHEREAS, Ohio Administrative Code Section 5101:9-6 provides for the distribution of Ohio Department of Job and Family Services allocations to county department of job and family services; and

WHEREAS, specifically, Ohio Administrative Code Section 5101:9-6-23 allocates Children Services Best Practices funding to strengthen the best practices of a public children services agency (PCSA); 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, Children Services Best Practices funding is permitted to be used for equipment and technology support including the purchase of cell phones and service plans; and

WHEREAS, the Belmont County Department of Job and Family Services pays for the monthly service plans for all cell phones and data plans from its shared cost fund and there are 29 monthly phone and data plans assigned to children services staff; and

WHEREAS, in order to access these funds and reimburse the public assistance shared cost fund for this purpose, the funds must be transferred from the children services fund in which they are received from the Ohio Department of Job and Family Services into the Public Assistance Fund shared cost pool for state fiscal year 2020.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Jeffery Felton, BCDJFS Director, the authority to approve the transfer of funds from the children services fund to the public assistance shared cost pool for state fiscal year 2020 to reimburse the expenses of cell phone service and data plans for PCSA staff from the Children Services Best Practices allocation for the herein described purpose.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN
BCDJFS AND NATIONAL CHURCH RESIDENCES TRANSPORTATION SERVICES, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and National Church Residences Transportation Services, LLC, for transportation services for Workforce Innovation and Opportunity Act (WIOA) youth participants in the Comprehensive Case Management Employment Program (CCMEP) effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$20,000.00.

Note: This contract will be paid for with \$10,000 in WIOA funding and \$10,000 TANF funding.

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

Whereas, this contract entered into on the 1st day of July 2020, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and National Church Residences Transportation Services, LLC (hereinafter referred to as “Contractor”), is for the purchase of the performance of Transportation Support Services for Belmont County Youth for the Workforce Development Area 16 (WDA16), as defined in the Request for Proposals (RFP) WDA16 dated January 10, 2020 and attached as Exhibit A, and the National Church Residences Transportation Services, LLC response to this RFQ, attached as Exhibit B.

I PURPOSE

The purpose of this contract is to provide curb to curb transportation services for eligible youth in Belmont County participating in the Comprehensive Case Management Employment Program (CCMEP)

II PARTIES

The parties to this agreement are as follows:

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

Contractor: National Church Residences Transportation Services, LLC
485 North Street
Barnesville OH 43713
740-619-0239

III CONTRACT PERIOD

This contract and its terms for Program Year 2020 (PY20) will become effective on July 1, 2020. The termination date for this contract is June 30, 2021. Upon successful and satisfactory completion of the PY20 contract, this contract may be renewed annually for an additional three (3) program years not to extend past June 30, 2024.

IV DEFINITIONS

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

Allowable Costs

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

Workforce Area 16

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

Council of Governments

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

Workforce Development Board

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

Performance

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

Proportional payment

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

Services

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

Outreach Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Be a formally recognized business or service agency providing the services applied for and shall:
 - a. Disclose all entities with a five percent (5%) or more ownership and have a written statement defining the purpose of the business or service agency;
 - b. Have a written statement of policies, directives, by-laws and/or articles of incorporation;
 - c. Have a written table of organization that clearly identifies lines of administrative, advisory, contractual, and supervisory authority unless the business is a sole proprietorship;
 - d. Operate the business in compliance with all applicable federal, state and local laws and shall have a written statement supporting compliance with:
 - i. Non-Discrimination laws, federal wage and hour laws and worker compensation laws in the recruitment and employment of individuals; and
 - ii. Non-Discrimination laws in the provision of services.
 - e. Comply with all federal, state of Ohio and local laws, rules, executive orders and other legal requirements as they apply to public transportation, including drug abuse and alcohol misuse requirements, as appropriate.
2. Have a physical facility from which to conduct business. The facility shall include a local telephone number, a designated and locked storage space for the maintenance of participant records separate from other business records and secure email access to correspond with the Ohio Means Jobs One-Stop Center in Belmont (OMJ – Belmont County).
3. Have written procedures supporting the operation of the business and provision of service and shall include all information documented in the RFP – **Condition of Participation Part 1;**
4. Have written personnel policies and documentation that support personnel practices for providers as documented in the RFP – **Condition of Participation Part 2;**
5. Ensure that participant information will remain confidential, including addresses;
6. Deliver services in compliance with the specifications detailed in the RFP;

7. Receive all requests for curb-to-curb transportation services via local telephone calls. All calls must be logged, transportation requests must be documented and reviewed. Trips will be conducted primarily Monday-Friday and scheduled at least two (2) business days in advance. If the schedule permits, the Contractor can schedule a trip on demand. The Contractor is required to complete and document all requested and scheduled trips and track all trip denials;
8. The Contractor will be required to review, revise and produce final schedules. The Contractor shall refine trip assignment to increase productivity, improve ride quality and adjust individual route schedules to provide resources that match demand;
9. The Contractor will be required to manage daily service operations through effective communication with vehicle operators and revise schedules to effectively meet demand;
10. Back-up vehicles must be available.
11. Meet the requirements of "On-Time" transportation as defined in the RFP to include: delivering passengers within fifteen (15) minutes of the scheduled time and picking up passengers no later than fifteen (15) minutes after scheduled pick-up time. Records of unmet and incomplete transportation request shall be kept. WDB-16 and OMJ – Belmont County expectation for "On-Time" performance is to have 100% commuter trips meeting "On-Time" delivery and pick-up as defined above;
12. The Contractor will be responsible for tracking: number of requests made, number of trips scheduled, number of clients served, number of trips completed, number of no-shows, number of out of county or out of state trips, passenger hours of service provided to OMJ-Belmont County riders and total non OMJ-Belmont County riders;
13. Provide curb-to-curb transportation services defined as: picking up consumers at their home/place of residence/place of employment and delivering them to the destination address. Upon arrival at the correct pick-up location, the driver shall wait a minimum of three (3) minutes beyond the scheduled pick-up window;
14. The Contractor shall not directly or indirectly discriminate against any person based on race, color, handicap, age, gender, national origin or religious beliefs;
15. The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees and vendors as described in the RFP or any reasonable performance standards established by the WDB-16 or OMJ – Belmont County;
16. The Contractor is responsible for ensuring that each driver and dispatcher is familiar with the requirements of services of this contract and their responsibilities as a driver;
17. The Contractor will be responsible for payment of all employees' wages and benefits. The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance and social security;
18. All vehicles shall be equipped with safety belts. All passengers, when appropriate, will be required to use them. There may be times, due to a medical condition, that wearing a safety belt is not possible. A brief description of why the seat belt was not worn must be made on the driver log when applicable;
19. Drivers will be required to identify each passenger to ensure the correct passenger is transported so that no one will be left behind. Only authorized passengers shall be transported. All vehicles, passengers and trips must be accounted for at all times;
20. The Contractor shall provide a sufficient number of employees to meet the coordination and transportation service requirements. The Contractor will be responsible for training employees and assuring that all program policies and procedures are understood and followed;
21. The Contractor shall be required to furnish a sufficient number of qualified drivers to operate the vehicles and provide the services. All drivers must be neatly and cleanly dressed and shall maintain a courteous and cooperative attitude when in contact with the public. In addition, the drivers must meet the following requirements:
 - a. Be at least twenty-one (21) years of age and properly licensed in the State of Ohio to drive a motor vehicle;
 - b. Have the ability to understand written and/or oral instructions and the ability to document the service provided;
 - c. A three (3) year driving abstract from the Ohio Bureau of Motor Vehicles or other appropriate law enforcement authority must be submitted for each driver;
 - d. A written background check from the Ohio Bureau of Criminal Identification and Investigation (BCI) with twelve (12) months of the service date and subsequent checks every two (2) years;
 - e. No more than one (1) moving violation per year for the past five (5) years. If the driver license has ever been suspended, they must have two (2) full subsequent years with no moving violations; and
 - f. Under no condition will a driver convicted of a felony and/or a drug/alcohol offense be allowed to transport participants through this contract.
 - g. All drivers are subject to alcohol and drug screening as required by the Federal Transit Administration and must complete the following safety classes:
 - i. Defensive Driving
 - ii. Preventing Disease Transmission
 - iii. CPR and General First Aid
 - iv. Sensitivity Training
 - v. Drug and Alcohol Training
 - vi. Geographic Familiarity
 - vii. Hands-on wheelchair transfer technique instruction
22. The Contractor is required to maintaining a fleet of vehicles necessary to meet the demands and requirements, including handicap accessibility, that assure the safety of each participant according to these standards:
 - a. Vehicles designed for transporting less than five (5) participants shall:
 - i. Be equipped with safety belts for each individual transported; and
 - ii. Have documentation that an annual safety inspection has been completed through either the Ohio Highway Patrol or a certified mechanic as outlined in Appendix I-A of the RFP;
 - b. Vehicles equipped for transporting participants remaining in wheelchairs shall:
 - i. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used;
 - ii. Have documentation that an annual safety inspection has been completed through either the Ohio Highway Patrol or a certified mechanic as outlined in Appendix I-A of the RFP;
 - iii. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B of the RFP; and
 - iv. Have documentation that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair bound participant.
 - c. Vehicles designed for transporting five (5) or more participants shall:
 - i. Be equipped with functional safety belts for each participant transported unless the vehicle is exempted by state law;
 - ii. Be equipped with emergency equipment as specified in Appendix I-A of this RFP; and
 - iii. Have documentation that an annual safety inspection has been completed through either the Ohio Highway Patrol or a certified mechanic as outlined in Appendix I-A of the RFP.
23. The Contractor shall have each participant complete a customer satisfaction survey provided by the Purchaser. The survey results must meet a minimum of 90% satisfaction for the contraction period of July 1, 2020-June 30, 2021. The surveys must be submitted to the Belmont County DJFS with the monthly report.

B. Purchaser Responsibilities

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall organize timely meetings with the WDB16 and the COG to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
3. The Purchaser will pay all costs related to providing transportation services consistent with the provisions stated in Article VIII.
4. The Purchaser will determine eligibility of all participants prior to contacting the Contractor to schedule any trips.
5. The Purchaser will communicate via secure email or local telephone line, the details of each trip needed by the Contractor to perform the service including, but not limited to: participant name, address of pick-up location, destination, time to be picked-up, participant telephone number and the return trip time.

C. Contractual Performance Standards

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

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

The Contractor’s failure to meet these Contractual Performance Standards will result in the following:

- A. Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

D. Contractual Reviews

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

E. Performance Reporting

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

A. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$20,000.00. The total amount of WIOA funding available under the terms of this contract is \$10,000.00. The total amount of CCMEP TANF funding available under the terms of this contract is \$10,000.00. All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

Activity	Total Cost
Cost per mile from pick-up to drop off	\$3.00/Mile
Load Fee	\$10.00/Load
Wait Time	\$15.00/Hour
Maximum Authorize Reimbursement Amount	\$20,000.00 (Section VI of this contract)

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

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

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

July 1, 2020

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

XL SIGNATURES

Jeffery L. Felton /s/
Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075
J. P. Dutton /s/

6/25/2020
Date

7/1/20

July 1, 2020

J. P. Dutton
Belmont County Commissioner
Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

Date
7-1-20
Date

Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

7/1/2020
Date

Peggy Hickenbottom /s/
Peggy Hickenbottom, Director of Community & Housing
Based Transportation

6-25-2020
Date

National Church Residences Transportation Services, LLC
485 North Street
Barnesville OH 43713
(740)619-0239
Approved as to form:
David K. Liberati /s/
Dave Liberati
Belmont County Prosecutor

6-26-20
Date

Upon roll call the vote was as follows:

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

Mr. Dutton said National Church Residences does a fantastic job providing transportation needs in Belmont County and they have been very active in helping developing Belmont County's Regional Transportation Plan.

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE
OF SERVICES CONTACT BETWEEN BELMONT COUNTY COMMISSIONERS,
FAMILY AND CHILDREN FIRST COUNCIL AND PATRICIA GREEN-WALLACE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Commissioners, The Family and Children First Council and Patricia Green-Wallace for services as the Belmont County Family and Children First Council Coordinator in a not to exceed amount of \$11,700.00, effective July 1, 2020 through June 30, 2021.

Note: This contract is funded through an administration grant from the Dept. of Mental Health & Addiction Services.

**PURCHASE OF SERVICE CONTRACT BETWEEN
THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
AND
PATRICIA GREEN-WALLACE FOR SERVICES AS THE
BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL COORDINATOR**

This agreement is made and entered into on July 1, 2020, by and between the Belmont County Family and Children First Council, hereinafter referred to as "**Council**", its Administrative Agent, being the Belmont County Department of Job and Family Services, hereinafter referred to as "**Administrative Agent**", and Patricia G. Green-Wallace, Coordinator of the Belmont County Family and Children First Council, hereinafter referred to as "**Provider**".

Article I Effective Dates

This contract shall extend from July 1, 2020 through June 30, 2021, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond the time period upon the execution of a written amendment pursuant to Article IV, contingent upon available funding.

Article II Amount of Contract/Payments

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$11,700.00.
- B. The **Provider** certifies that all costs are allowable and appropriate, and services submitted for payment were actually-provided. The **Provider** will establish and maintain all fiscal records as needed and required to justify expenditures, including, but not limited to, time sheets, travel logs and receipts for all claimed expenses.
- C. The **Provider** agrees to submit an invoice to the **Administrative Agent** so that funds may be drawn and payment made for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Administrative Agent** during the contract period.
- D. The **Provider** agrees to charge the **Council** at a rate of \$15.00 per hour for time charged for work performed as the Belmont County Family and Children First Coordinator.
- E. The **Provider** assumes all liability for any federal, state, and/or local income taxes and/or fees incurred while performing duties as the Belmont County Family and Children First Coordinator.
- F. The **Administrative Agent** will review invoices for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of an invoice. The reported expenditures submitted are subject to adjustment by the **Administrative Agent** before such payment is authorized to adjust for mathematical errors, incorrect rates, and/or unallowable costs. Such invoices are subject to audit by appropriate federal, state, and/or local officials.
- G. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

Article III General Regulation

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this agreement or with funds provided by this contract are the property of the **Council** and **Administrative Agent**, which has unrestricted rights to reproduce, distribute, modify, maintain, and use. All materials and items produced under this contract will be made freely available to the general public unless the **Administrative Agent** determines that, pursuant to federal and state laws, the materials are confidential.
- B. The **Provider** will comply with all applicable federal and state regulations, rules, statutes, and guidelines regarding the expenditure of funds, and program requirements, including, but not limited to: OMB Circular A-87, CMIA Regulations, Health and Human Services grant guidelines, and Ohio Department of Job and Family Services rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program, including planning and participating in site visits.

- C. The **Provider** will schedule meetings of the **Council** at least bi-monthly in odd number months in coordination with the membership of the **Council**, or as deemed necessary by the **Council**.
- D. The **Provider** will be responsible for taking minutes of **Council** meetings and providing copies of such prior to subsequent meetings. The **Provider** will submit bi-monthly reports on program issues and concerns, successes and expenditures to the **Council** and **Administrative Agent**.
- E. The **Administrative Agent** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Administrative Agent**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Administrative Agent** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Administrative Agent**, to be identified by the **Administrative Agent**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Administrative Agent** as necessary to ensure understanding and the success of completion of the contract activities.

Article IV Termination and Amendment

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

Article V Limitation of Liability

The **Provider** agrees to hold the **Administrative Agent** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Administrative Agent** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Administrative Agent** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Administrative Agent** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Administrative Agent** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Administrative Agent's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Administrative Agent** knew or should have known of the possibility of such damages.

Article VI Special Conditions and Miscellaneous Provisions

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

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Administrative Agent** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Administrative Agent** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Administrative Agent** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Administrative Agent**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all

employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Administrative Agent**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Administrative Agent** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Administrative Agent**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

Article VII Construction

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

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

<u>Jeffery L. Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>26, June 2020</u> Date
<u>Christine Parker /s/</u> Christine Parker, Chairperson Belmont County Family and Children First Council	<u>6-29-20</u> Date
<u>Patricia G. Green /s/</u> Patricia G. Green-Wallace, Coordinator Belmont County Family and Children First Council	<u>06-26-2020</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>7/1/20</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>7-1-20</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Commissioner Belmont County Board of Commissioners	<u>7/1/2020</u> Date
Approved as to form: <u>David K. Liberati /s/ Assist PA</u> Belmont County Prosecutor	<u>6-30-2020</u> Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign a Professional Services Agreement with Hammontree & Associates, Ltd., in the not to exceed amount of \$6,500.00, for assisting the county with necessary permits for bridge replacement on TR 229 in Smith Township (SFN 0732842).

Note: This agreement will be paid for by MVGT funds and Bridge Contract Services (N29 Fund).

**PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
Permit Applications – SFN 0732842**

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 replacing a bridge on TR 229 in Smith Township (SFN 0732842) and in engaging the services of the ENGINEER in order to assist the COUNTY with the necessary permits for 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 permit application documents for the replacement of the referenced bridge.

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 July 1, 2020.

Permit Application Submittal August 1, 2020

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$6,500.00 (Six 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.

Permit Applications	\$4,500
Review Fees.....	2,000
TOTAL	\$6,500

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.

July 1, 2020

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.
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 1st day of July, 2020.

WITNESSES:

Bonnie Zuzak /s/
Bonnie Zuzak /s/
Bonnie Zuzak /s/

WITNESS:
Bonnie Zuzak /s/

WITNESS:
Karl J. Osprich /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: Melinda Chase /s/
Title: Project Engineer

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:

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

IN THE MATTER OF ACCEPTING ESTIMATE FROM JST NUISANCE WILDLIFE CONTROL SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept estimate number 66 from JST Nuisance Wildlife Control Service in the amount of \$6,000.00 for pigeon removal at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about the progress on the remodeling of the new Divisional Courts building. Mr. Dutton said the work has continued, but there has been some issues with getting supplies. Mr. Dutton said, "Manufacturers are way behind schedule and what they thought would be delivered in a timely manner is not occurring at this point. That may end up causing us a slowdown, We're evaluating that now in terms of what that means for the project."

Doug Giffen, Martins Ferry, asked what the biggest obstacle has been due to COVID-19. Mr. Dutton said initially it was trying to change and adjust operations in the courthouse. He said the biggest thing now is trying to project the financial impact.

RECESS

Kathy Kelich, Belmont County Treasurer

Re: 2nd Half Tax Collection Update

Ms. Kelich gave an update on the 2nd half property tax collection. She said the bills are going out today. In April, she met with the County Auditor and Board of Commissioners about an extension. The due date was moved to August 21st. She said there is now a box outside of the courthouse for payments so it wouldn't be necessary for someone to come in to her office to pay, but the Treasurer's office is open if someone prefers to come in. If someone has a Wesbanco account they can pay their bill via the bank. The payments can also be mailed in or paid by credit card. She thanked the commissioners for working with the plan. Mr. Dutton said, "Providing that extra month, we thought, was a benefit to the residents of Belmont County, especially they who are trying to figure out where they are going to be at this point in time. Things aren't completely back to normal; I think this decision ends up being the right one. I think it just provides a lot more flexibility for everyone." Ms. Kelich added if someone is in a financial hardship they may arrange a delinquent payment plan with her office. She said there were no issues with the first half tax collection, it was done before the pandemic.

RECESS

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 20-8 BEL-CR4-7.17 WALL REPLACEMENT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 20-8 BEL-CR4-7.17 WALL REPLACEMENT they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Richard Goettle, Inc. 1000 Brooktree Road Wexford, PA 15090	X	\$742,864.00
BBR Drilling Co. 41462 Palmer Road Belmont, OH 43718	X	\$530,000.00
OH-WV Excavating PO Box 128 Powhatan Point, OH 43942	X	\$431,282.75

Engineers Estimate: \$494,922.00

Present: Belmont County Engineer Terry Lively, Eric Rosen, OH-WV Excavating and Ralph Pagone, Richard Goettle, Inc.

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 20-8 BEL-CR4-7.17 WALL REPLACEMENT** to County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

Mr. Lively said this project is being 75% funded by the Ohio EMA and is due from storms that came through last year. The project should be started in July.

RECESS

July 1, 2020

COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said there are 563 positive cases in the county, 550 recoveries, five are hospitalized and 22 deaths. Most of the new positive numbers are coming from close contact with someone who has it, health care workers and travel. He said, as of now, there are no travel bans in place. Mr. Sproul said the current set of directives from the state was extended until July 7. There is a RISK system being developed by the state that will have restrictions county by county. Mr. Sproul said the Cincinnati and Dayton areas are seeing tremendous spikes in their numbers. The Health Department received grant funding to hire two more staff dedicated to contact tracing. He said they are depending on the individuals who are positive to give a complete list of where they were and who they were with. If an employee of a business tests positive it is up to them to let their employer know. The Health Department can then contact the employer to determine who the employee was working with and to work with them on sanitary practices. Mr. Sproul said the state is offering random testing in your home. Postcards were sent out letting residents know this. Mr. Meyer said he read 80% of positives have mild symptoms and there is a lot of recoveries among the elderly. Mr. Sproul said yes, that is true.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:33 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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:08 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:08 a.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 business to be considered by the board.

RECESS

Reconvened Monday, July 6, 2020 at 9:00 a.m. Present: Commissioners Dutton, Echemann and Meyer.

Mr. Dutton said there is no further business to come before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:00 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:00 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of July, 2020.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK