

St. Clairsville, Ohio

July 22, 2020

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 \$647,270.01**

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:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A15.007 Unemployment	\$3,000.00
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A19.000 Clothing	\$8,200.00
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$1,650.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A10.000 Transport of Prisoners	\$2,934.00
E-0257-A015-A15.074 Transfers Out	E-0251-A007-A03.000 Fair Board	\$100,000.00

**S30 OAKVIEW REHABILITATION CENTER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S65.000 Indirect Costs	\$773.52
E-8010-S030-S66.003 PERS	E-8010-S030-S65.000 Indirect Costs	\$2,000.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S65.000 Indirect Costs	\$10,000.00
E-8010-S030-S71.000 Ed/Recreation	E-8010-S030-S65.000 Indirect Costs	\$1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann 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:

**\*\*FEBRUARY 26, 2020\*\***

**Y02 MUNICIPAL AUTO LICENSE/AUDITORS**

E-9802-Y002-Y13.000	Holloway	\$6,381.82
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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 22, 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 July 15, 2020.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and Mobilize360, in the maximum amount of \$100,000, effective July 1, 2020 to June 30, 2021, to provide Outreach Services for Workforce Development Area 16.

*Note: This is paid entirely from the Workforce Innovation and Opportunity (WIOA) Act administrative funding.*

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

**Purchase of the Performance of Services Contract**

**Whereas**, this contract entered into on the 22<sup>nd</sup> day of July 2020, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser") and Mobilize360 (hereinafter referred to as "Contractor"), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), as defined in the Request for Qualifications (RFQ) WDA16 Outreach Service, dated September 10, 2018 and attached as Exhibit A, and the Mobilize360 response to this RFQ, attached as Exhibit B.

**I PURPOSE**

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

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

## II PARTIES

The parties to this agreement are as follows:

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

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

## III CONTRACT PERIOD

This contract and its terms for Program Year 2020 (PY20) will become effective on July 1, 2020. The termination date for this contract is June 30, 2021.

## IV DEFINITIONS

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

### Allowable Costs

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

### Workforce Area 16

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

### Council of Governments

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

### Workforce Development Board

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

### Performance

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

### Proportional payment

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

### Services

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

### Outreach Services

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

### TANF

TANF is the Temporary Assistance to Needy Families Program

### WIOA

WIOA is the Workforce Innovation and Opportunity Act.

### CCMEP

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

## V SCOPE OF WORK

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

### A. Contractor Responsibilities

1. The Contractor will provide the following deliverables for this project:
  - A. Technical support to **define, design and create messages** to unique client groups; and
  - B. Refine and implement the outreach strategy within the allocated budget (\$100,000.00 from July 1, 2020-June 30, 2021), which includes all vendor fees and media/outreach purchases. Work is to be performed according to the WDB16 approved media mix plan, which may be revised by the WDB16 as needed.
  - C. Purchase, produce and manage media buys; and
  - D. Develop earned media opportunities strategy for "free" outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
  - E. Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.
    2. The Contractor's staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
    3. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
    4. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.
    5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser's right

to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

**B. Purchaser Responsibilities**

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

**C. Contractual Performance Standards**

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

1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner.
2. Timely cooperation with all accountability requirements set forth in this contract.
3. Providing quarterly and semi-annual feedback on the effectiveness of the outreach efforts.
4. The Contractor will complete and provide to the Purchaser a “Service Delivery Performance Report.” This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire previous month from the first (1<sup>st</sup>) 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month. The Purchaser and Contractor will determine the format of these reports. The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

**F. Evaluation and Monitoring**

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

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.259). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$100,000.00 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 (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made. The following cost schedule is based upon performing the services herein described for Outreach Services:

Activity	Total Cost
Purchase of Outreach Media (TV, radio, social media, print, billboards, custom apps, etc.)	\$89,285.71
Professional Service Fees covering outreach strategy/ planning, content development, content production, media purchases, earned media contacts and all administrative services related to the delivery of the scope of work not to exceed 12% of the purchase of outreach media.	\$10,714.29
Indirect Cost	\$0.00
<b>Total Cost</b>	<b>\$100,000.00</b>
<b>Maximum Authorize Reimbursement Amount</b>	<b>\$100,000.00</b>

**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**

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

7-17-2020  
Date

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

7/22/20  
Date

Jerry Echemann /s/  
Jerry Echemann  
Belmont County Commissioner

7-22-20  
Date

Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner

7/22/2020  
Date

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

7-15-2020  
Date

Approved as to form:  
David K. Liberati /s/  
Dave Liberati  
Belmont County Prosecutor

7-21-2020  
Date

Upon roll call the vote was as follows:

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

Mr. Dutton said there are four counties in WIOA Area 16, Belmont, Carroll, Harrison and Jefferson. Outreach services include digital and print media, social media targeted at specific businesses/industries to meet their workforce needs.

**IN THE MATTER OF ENTERING INTO A RENEWAL OF VENDOR AGREEMENT ON BEHALF OF THE BCDJFS WITH HISSOM'S SERVICE CENTER LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a renewal of a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2020 through June 30, 2021 as follows:

<b><u>VENDOR</u></b>	<b><u>MAXIMUM BILLABLE AMOUNT</u></b>
Hissom's Service Center LLC	\$10,000.00

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

This agreement to provide gasoline, etc. is made and entered into this 22<sup>nd</sup> day of July 2020 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Service Center LLC, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2020 through June 30, 2021 inclusive unless otherwise terminated.

**GENERAL REGULATIONS**

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

**PAYMENT PROCEDURES**

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$10,000.00.

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.



July 22, 2020

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.  
This agreement signed on the 22nd day of July 2020.

Jeffery L. Felton /s/  
Jeffery Felton, Director  
BCDJFS

Date: 7/17/2020  
Belmont County Department of Job and Family Services  
68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1075

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

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

Signature: James A. Jones /s/  
Printed Name: James A. Jones

Date: 7-10-2020

Date 7/22/20

Date 7-22-20

Date 7/22/2020

Date 7-21-2020

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING BELMONT COUNTY ENGINEER TERRY LIVELY  
TO SIGN THE CONTRACT MODIFICATION FOR STANTEC CONSULTING SERVICES, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Belmont County Engineer Terry Lively to sign the contract modification for Stantec Consulting Services, Inc., for additional services needed for two landslide projects (CR46 Winding Hill and CR48 Wegee Road) for an increase of a maximum fee of \$150,000.00.

*Note: 80% paid by Federal Highways, 20% local funds.*

July 22, 2020

BELMONT COUNTY  
101 West Main St., Courthouse  
St. Clairsville, OH 43950

Tom Morman  
Stantec Consulting Services Inc.  
1500 Lake Shore Dr., Suite 100  
Columbus, OH 43204

Re: Modification (34175-1)  
BEL CR General Eng Servs 2018 ER  
PID No. 108767  
Federal Project No. (Various)  
Addition of project BEL-CR46-2.39, PID 110724 from the OH19-01 ER event and BEL-  
CR48-5.11, PID 113457 from the OH20-01 ER event

Dear Mr. Morman,

The County has determined it necessary to add two additional locations/projectst to this task order contract. BEL-CR46-2.39, PID 110724, is a landslide repair location funded from the OH19-01 FHWA ER event. Work will include plan preparation and all associated environmental and R/W work. BEL-CR48-5.11, PID 113457, is a landslide repair funded from the OH20-01 FHWA ER event. Work will include R/W plan development.

The County agrees that additional services are required and further agrees that this Modification represents an adjustment of prime compensation for an increase of one hundred fifty thousand dollars (\$150,000.00), allocated to the following work items:

<u>Item</u>	<u>Net Fee</u>	<u>Maximum Fee</u>
Part 1: General Engineering Services		\$150,000.00

Now, therefore, Project Development Process under Clause III - Prime Compensation of the Prime Agreement, is again modified to read as follows:

Actual costs plus a fixed fee or lump sum compensation or rates of pay compensation or unit of work compensation as authorized for each specific Task Order. The maximum prime compensation shall not exceed the amount authorized for each specific Task Order, i.e., the authorized amounts shall not be cumulative. The total of the maximum prime compensations for all Task Orders authorized shall not exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00). All costs shall be included in the maximum prime compensation.



Tom Morman  
Re: BEL CR General Eng Servs 2018 ER  
PID No. 108767  
Page 2

Part 1: General Engineering Services

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00).

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Modification as though expressly rewritten herein:

- (a) The attached Revised Scope of Services dated 7/16/2020.

If your firm accepts this Modification and agrees that the aforementioned compensation shall constitute full compensation for the provision of the professional services proposed herein, and further agrees that all other terms and provisions of the prime Agreement, not in conflict herewith, shall remain unaltered and in full force and effect, please sign this letter-modification and return to the County.

Any person executing this Modification in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Modification on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Modification shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

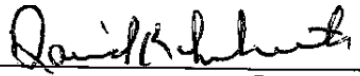
IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the County Engineer.

Your authorization to proceed shall be given by separate letter.

Respectfully,

  
Terry Lively, Belmont County Engineer

APPROVED AS TO FORM:

By:   
Title: Asst P.A.

Upon roll call the vote was as follows:

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

**SYSTEM AGREEMENT WITH FAIRFIELD COMPUTER SERVICES, LLC/AUDITOR'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a renewal of the Online Dog Licensing System Agreement with Fairfield Computer Services, LLC, on behalf of the Belmont County Auditor's Office, for a two-year term with a monthly service fee of \$160.00 to manage the sale of dog licenses.

*Note: This agreement automatically renews for three (3) successive one-year terms, unless terminated by either party. Costs to be paid by the Auditor's Office.*

**ONLINE DOG LICENSING SYSTEM RENEWAL AGREEMENT**

**OVERVIEW.** This is an agreement between the County Commissioners of Belmont County, Ohio (CUSTOMER) of 101 W Main St, St Clairsville, Ohio 43950 and Fairfield Computer Services, LLC (FCS) of 144 Forrer Blvd, Oakwood, Ohio 45419 for the continued use of the Online Dog Licensing System (SYSTEM).

**DURATION.** This agreement is in force for an initial term of two (2) years from the date of signing. This agreement automatically renews for three (3) successive one (1) year terms, unless terminated. Either party may terminate this agreement with a written sixty (60) day notice.

**SPECIFICATIONS.** FCS has configured SYSTEM in accordance to the terms given in "Exhibit 1. System Specifications."

**DATA SECURITY.** FCS shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of data contained in SYSTEM. Such security measures shall be in accordance with recognized industry practice.

**DATA BACKUP.** FCS shall routinely back up SYSTEM. Such backups shall be made to enable a full recovery of SYSTEM as of the date the backup was taken. The backup practice shall be in accordance with recognized industry practice.

**LICENSE DATA** is defined as data on licenses, license holders, licensing transactions, license enforcement, and animal control collected and stored in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes data on 1) license descriptions, issue dates, numbers and expiration dates; 2) names, addresses, telephone numbers, and email address of license holders; 3) order numbers, items purchased, fees for purchases, payment methods, and totals; 4) license enforcement and animal control activity; 5) other administrative notes of CUSTOMER.

**UPLOADED DATA** is defined as electronic files transferred to and stored in SYSTEM pursuant to this agreement by CUSTOMER, their agents, and the public. Specifically, but without limitation, this includes files 1) needed as proofs for licensing; 2) having information on account holders needed to be kept on file by law; 3) used for descriptive purposes relating to license enforcement or animal control activity.

**CREDIT CARD DATA** is defined in this agreement as the information related to performing and managing credit card transactions executed in SYSTEM pursuant to this agreement. Specifically, but without limitation, this includes 1) credit card numbers and expiration dates; 2) credit card holder names; 3) credit card security codes; 4) reference numbers exchanged between the credit card processor and FCS. CUSTOMER DATA and UPLOADED DATA expressly do not include CREDIT CARD DATA.

**OWNERSHIP.** CUSTOMER owns LICENSE DATA. CUSTOMER retains intellectual property rights in any material they hold in UPLOADED DATA. FCS shall not sell, share, or make available LICENSE DATA or UPLOADED DATA to any party without the express consent of CUSTOMER or except as is directly necessary for the proper operation of SYSTEM or as required by law. FCS does not review material held in UPLOADED DATA. UPLOADED DATA is the responsibility of CUSTOMER. FCS holds all right, title, and interest in SYSTEM which includes without limitation all interfaces, menu arrangements, software and data designs, and all components of any source or object computer code that make up SYSTEM. CUSTOMER has a nonexclusive and nontransferable lease for use of SYSTEM for the duration of this agreement. CUSTOMER shall do nothing which may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM. FCS owns CREDIT CARD DATA.

**DATA DISPOSITION.** At the expiration or termination of this agreement, FCS shall 1) transmit LICENSE DATA and UPLOADED DATA to CUSTOMER in an electronic and reasonably organized format; 2) securely store an archival representation of LICENSE DATA and UPLOADED DATA for records retention purposes; 3) and remove LICENSE DATA and UPLOADED DATA from SYSTEM.

**SETUP MATERIAL.** CUSTOMER warrants that all documents, images, artwork, or other material it transmits to FCS for use in configuring SYSTEM is legally owned by or licensed to CUSTOMER.

**COMPENSATION.** For the services provided under this agreement, CUSTOMER compensates FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

**FCS BRAND.** CUSTOMER allows FCS to place on the public website of SYSTEM an inconspicuous phrase or mark identifying FCS as the developer and owner of SYSTEM with a hyperlink to the website of FCS.

**DISCLAIMER.** FCS disclaims all warranties not expressly contained in this agreement. This includes without limitation any warranty as to the suitability, merchantability, fitness for any particular purpose, or non-infringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work on all platforms. No representation or other affirmation of fact, including without limitation statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement is deemed a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

**LIMITATION.** In no event is FCS or CUSTOMER liable to the other for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall not exceed the actual amount paid to FCS by CUSTOMER. The foregoing limitations of liability does not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

**FORCE MAJEURE.** FCS shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of FCS, including without limitation acts of God, emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, or epidemics.

**ENTIRE AGREEMENT.** This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

**AMENDING.** Except as expressly provided herein, this agreement may not be changed or amended except by a writing executed by authorized representatives of both parties.

**SEVERABILITY.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with another which closely approximates the intent and economic effect of the invalid or unenforceable provision.

**NON-WAIVER.** Both parties agree that the failure of the other to enforce any provision of this agreement is not a waiver of that provision or any other provision contained herein.

**REMEDIES.** All remedies available to either party are cumulative and not exclusive. Termination or expiration of this agreement shall not limit either party from pursuing other remedies available at law or in equity. Neither party may institute any action in any form arising out of this agreement more than fifteen (15) years after the cause of action has arisen.

**ASSIGNMENT.** This agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit FCS from assigning this agreement or its rights hereunder, nor require the consent of the CUSTOMER, in connection with any change of control, corporate reorganization, merger or consolidation of FCS. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing, this agreement shall be binding upon, insure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

**GOVERNING LAW AND JURISDICTION.** The laws of the State of Ohio govern this agreement and CUSTOMER and FCS hereby submit to the exclusive jurisdiction of the Ohio courts.

**ACCEPTANCE.** By signature below, the parties agree to the provisions in this document. Parties further agree that they are authorized to act on behalf of their respective organizations and to bind said organizations to the provisions herein.

CUSTOMER acknowledges that CUSTOMER has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

WITNESS(ES)

DPDA  
(signature)

Bonnie Zuzak  
(signature)

John P Dutton Jr  
(printed)

BONNIE ZUZAK  
(printed)

Jerry Echemann  
(signature)

Bonnie Zuzak  
(signature)

Jerry Echemann  
(printed)

BONNIE ZUZAK  
(printed)

[Signature]  
(signature)

Joshua M Meyer  
(printed)

Date: 7-22-2020

FAIRFIELD COMPUTER SERVICES, LLC

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PROSECUTING ATTORNEY, Approved as to form

David K Liberati Asst P.A.  
(signature)

David K. Liberati  
(printed)

Date: 7-14-20

Upon roll call the vote was as follows:

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

Mr. Dutton said the sale of dog tags are crucial to the operations of the Dog Shelter and appreciates the residents of Belmont County making sure their dogs are appropriately licensed.

**IN THE MATTER OF SATISFACTION OF MORTGAGE BY SEPARATE**

July 22, 2020

**INSTRUMENT FOR RODNEY MOORE/BELOMAR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Rodney Moore for mortgage deeds dated June 4, 1998 and October 1, 1998, as recorded in Volume 703 at pages 375-377 and Volume 715 at pages 536-538 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

**SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT**

The undersigned hereby certifies that a certain mortgage deed(s) dated June 4, 1998 and October 1, 1998, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 703 at pages 375-377 and Volume 715 at pages 536-538, and executed by Rodney Moore to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

July 22, 2020  
Date

Belmont County Commissioners:

By: J. P. Dutton /s/  
J. P. Dutton, President  
Jerry Echemann /s/  
Jerry Echemann  
Josh Meyer /s/  
Josh Meyer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING DONATION OF 2020 FORD F-250 ¾ TON PICKUP FROM FY2018 STATE HOMELAND SECURITY PROGRAM GRANT FOR REGION 8/EMA**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the donation of a 2020 Ford F-250 ¾ Ton 4-Wheel Drive Crew Cab Pickup from the FY2018 State Homeland Security Program Grant for Region 8 for the purpose of towing the Mass Casualty/Mass Fatality trailer for the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM BELMONT EQUIPMENT SALES, INC/BUILDING & GROUNDS DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Belmont Equipment Sales, Inc., in the amount of \$12,000 for the purchase of one (1) used Steiner 440 mower for the Building and Grounds Department.

*Note: Price of mower is \$18,000, trade in value of county's old mower is \$6,000.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENTS TO CAC GOVERNING BOARD EXECUTIVE COMMITTEE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2020 through July 31, 2021, based upon the recommendation of the CAC Governing Board Executive Committee:

**REAPPOINTMENTS:**

Mr. Gary Obloy  
Mr. Stanley Stein  
Ms. Jody Geese  
Mr. Robert Quirk  
Ms. Akiko Brownstein

Upon roll call the vote was as follows:

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

Mr. Dutton said they received notification this morning from the PTT project team that they finalized an agreement with Mountaineer Storage in Monroe County. He said, "I think this is another great step, obviously, despite the news last week. They're committed to moving forward with the project. I think this is positive news and we'll continue to see more positive news in the future." Mr. Meyer said, "It's a positive step, despite all the negative news that has been going on. Hopefully in the very near future, we'll hear another positive announcement."

**RECESS**

**9:30 Steve Williams, Belmont County Board of Developmental Disabilities Superintendent and Holly Weatherson, Early Intervention Contract Manager and Pamela McCort, Communications Coordinator**

**Re: Early Intervention Program Update**

Ms. Weatherson explained Early Intervention services are provided to families of children ages 0 up to age 3 who has a development disability or delay. The services are family centered and happens in the child's natural environment and are designed to help the caregiver have the resources they need to support the child in their development. Ms. Weatherson said services are provided as part of the Individuals of Disabilities Education Act and they are governed by the Office of Special Education at the federal level and the Ohio Department of Disabilities at the state level. She added, locally, their board is the administrator of the services. They are serving 123 children today. Their team consists of services coordinators, developmental specialists, speech and language pathologists and occupational and physical therapists. She said anyone can refer a child to Early Intervention, currently about 50% of the referrals come from the medical community, 15% of the referrals comes from parents and another 15% from Child Protective Services with 20% coming from staff. All families, regardless of income, are eligible for the services. In 2019, 25% of the referrals were babies born with substance abuse. Ms. Weatherson said due to the COVID pandemic they are using virtual services and, in some instances, it is working out better. They spend a lot of time transitioning children to local school districts. She said they work closely with their partners at Job and Family Services, Juvenile Court and the Mental Health Board to address the needs of all multi-system youths. As children grow into young adults, they have options for transition to work and services for children as they leave the educational setting. She noted half of their budget is committed to families and children. Mr. Williams said they have three continuous levies they use for operating, but they are always looking at ways to secure other funding.

**10:00 Jeff Felton, Director, Belmont Co. Dept. of Job and Family Services**

**Re: School Clothes for Kids Program**



Mr. Felton provided the following press release. He said he's not sure what the local school districts are doing regarding reopening schools in the fall, but it is a good idea to still follow a routine; get up and get dressed if even doing school on-line. Mr. Meyer noted each child that is approved will receive a \$300 mall gift card.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES ANNOUNCES 2020 SCHOOL CLOTHES FOR KIDS PROGRAM**

**St. Clairsville, OH** -- The Belmont County Commissioners and the Belmont County Department of Job and Family Services (BCDJFS) announced that they will once again be conducting a School Clothes for Kids TANF Program (SC4K). The program will be offered at the Ohio Valley Mall. Temporary Assistance to Needy Family (TANF) funds will be available to serve children whose families are at or below 150% of the federal poverty levels.

"This program is the largest program we offer with our Prevention, Retention and Contingency plan," BCDJFS Director Jeff Felton said.

"With the uncertain times we are in right now, it is important that our agency does all it is capable of doing to assist the needy families of Belmont County. We are pleased to be able to offer this assistance again this year. Eligible families will notice differences in how we operate this year due to the pandemic, but the overall goal of the SC4K program will be served to those who most need the assistance. There are a lot of unknowns right now because of the pandemic, however, we will do our best to adapt to the circumstances and make sure this assistance is available."

"I have witnessed the countless number of families and children this program has helped over the last three years and it is something that our residents are grateful for," Commission President J. P. Dutton said. "The appreciation of the children is remarkable and the dedication of the entire JFS staff to make this program the success that it has become is satisfying."

Commissioner Jerry Echemann added "The commitment that the JFS staff dedicate to this program each year is commendable. They enjoy the extra work knowing it makes a real positive difference in a child's life. The smiles on the kids' faces and their excitement shows the value of this program."

"For the last three years, I have went to the mall to observe the operations of the program and see the families and children it helps. Last year, I stood by JFS staff and helped them when families returned from shopping and personally experienced the appreciation our families and children have for the extra assistance," Commissioner Josh Meyer said. "The work that goes into making this program a success by our JFS staff is outstanding and a true labor of love."

The application process will be conducted strictly by mail or online this year. Applications may be printed from the Belmont County Job and Family Services website, [www.BelmontCDJFS.com](http://www.BelmontCDJFS.com), or obtained from the JFS office at 68145 Hammond Rd., St. Clairsville or the Ohio Means Jobs-Belmont County center at 302 Walnut St., Martins Ferry. Application instructions will be available on the website as well as with the paper applications. The previous thirty (30) days of gross household income is needed for the entire household. Households with children ages 5-18 are eligible for this program. Pre-school or pre-kindergarten aged children are not eligible. Income standards will be posted on the website. All needed verifications are to be returned with the application to expedite the eligibility determination. Applicants will be notified of their eligibility via mail. All eligible families will be assigned a shopping day and time to comply with social distancing requirements. Eligible families should wear facemasks on their assigned shopping days based on the requirements of the stores at the Ohio Valley Mall. **The deadline to apply is 4:30 PM on Monday, August 10, 2020.** You may submit applications in the drop box located at the St. Clairsville JFS office, return them to the Ohio Means Jobs Center in Martins Ferry, or by US Mail to: BCDJFS, Attn: SC4K, 68145 Hammond Road, St. Clairsville OH 43950.

**For information about this program, please call the Belmont County Department of Job and Family Services at 740-695-1075, extension 1202.**

**COVID-19 UPDATE-** Rob Sproul, Deputy Health Commissioner, said there are 620 positive cases in the county, 545 recoveries, four are hospitalized and 23 deaths. Mr. Sproul said Belmont County has been seeing about 2 to 3 new cases a day. He has been meeting with the schools and they are hoping to make an announcement soon regarding plans on restarting school. The schools have been working in coordination with each other on trying to be consistent. Mr. Sproul said the concern is the spread from bars and large gatherings without wearing masks or social distancing. He said things we do now will affect how schools will open up in a few weeks.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:46 A.M**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Jeff Felton DJFS Director, Lori O'Grady, DJFS HR Manager and Brenna Rocchio, DJFS Public Assistance Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:16 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:16 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 business to be considered by the board at this time.

**RECESS**

Mr. Dutton said there is no further business for the board to consider.



July 22, 2020

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:10 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:10 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th 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