

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,367,237.43

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A25.000 Housing of Inmates	\$11,739.22

S77 COMM-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S03.003 PERS	\$735.80
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization Ins.	\$130.60

S89 COMMON PLEAS COURT-GEN SPEC PROJECTS FUND

FROM	TO	AMOUNT
E-1572-S089-S01.000 Other Expenses	E-1572-S089-S10.074 Transfers Out	\$4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

N45 ROADWAY IMPROVEMENT FUND AND O39 BOND RET-RETAINING WALL/ENGINEER

FROM	TO	AMOUNT
E-9045-N045-N06.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$458,043.13

S89 COMMON PLEAS COURT-GEN SPEC PROJECTS FUND AND S54 MEDIATION SERVICES

FROM	TO	AMOUNT
E-1572-S089-S10.074 Transfers Out	R-1544-S054-S05.574 Transfers In	\$4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 04, 2021****

N45 ROADWAY IMPROVEMENT/ENGINEER

E-9045-N045-N06.074	Transfers Out	\$458,043.13
E-9045-N045-N50.055	FEMA Projects	\$1,103,129.17

O39 BOND RET-RETAINING WALL/ENGINEER

E-9218-O039-O01.050	Principal Payment	\$121,734.65
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Y02 MUNICIPAL AUTO LICENSE/ENGINEER

E-9802-Y002-Y04.000	County License Tag Fee (Village of Barnesville)	\$58,989.63
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****JANUARY 20, 2021****

A00 GENERAL FUND

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$4,413.08
E-0181-A003-A06.011	Contract Services	\$44,084.41

L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.000	Salaries	\$2,500.00
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O39 BOND RET-RETAINING WALL/ENGINEER

E-9218-O039-O01.050	Principal Payment	\$3,878,265.35
E-9218-O039-O02.051	Interest Payment	\$79,777.78

S54 MEDIATION SERVICES

E-1544-S054-S02.003	PERS	\$4,000.00
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S55 TARGETED COMM-ALTERN TO PRISON

E-1545-S055-S02.002	Salary/Fringes	\$35,492.00
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S56 PROBATION SERVICES GRANT

E-1546-S056-S04.001	Salaries	\$37,500.00
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S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

Y30 ISSUE 2 MATCH MONIES/ENGINEER

E-9830-Y030-Y10.000	Project Payments-Capital Outlay	\$500.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated January 20, 2021, 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. Echemann Yes
Mr. Meyer Yes
Mr. Dutton Yes

IN THE MATTER OF APPROVING MINUTES OF ANNUAL REORGANIZATION MEETING AND REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners Annual Reorganization Meeting of January 11, 2021 and regular meeting of January 13, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MOU WITH SENIOR SERVICES OF BELMONT COUNTY REGARDING FLOATING HOLIDAY FOR PART-TIME SSOBC EMPLOYEES

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into Memorandum of Understanding with Senior Services of Belmont County, on behalf of the Belmont County Board of Commissioners, and AFSCME LOCAL 3678, providing all current part-time employees a floating holiday until the end of the current bargaining unit contract that expires March 31, 2022. This floating holiday will not apply or be offered to any new part-time employees hired after January 1, 2021 through the end of the contract.

Note: This agreement is retroactive to January 1, 2021.

**Memorandum of Understanding
Floating Holiday for Part-time SSOBC Employees**

Senior Services of Belmont County, on behalf of the Belmont County Board of Commissioners and AFSCME Local 3678, representing employees at SSOBC agree to provide all current part-time employees a floating holiday until the end of the current bargaining unit contract that expires March 31, 2022. This floating holiday will not apply or be offered to any new part-time employees hired after January 1, 2021 through the end of the contract. This agreement is retroactive to January 1, 2021.

_____	_____
Dwayne Pielech, SSOBC Executive Director	Date
_____	_____
Dori Tolstein, AFSCME Council 8 Representative	Date
_____	_____
Mary Beth Tennant, Local 3678 President	Date
Belmont County Commissioners	
<i>Jerry Echemann /s/</i>	1-20-21
_____	_____
Jerry Echemann	Date
<i>Josh Meyer /s/</i>	1/20/21
_____	_____
Josh Meyer	Date
<i>J. P. Dutton /s/</i>	1/20/21
_____	_____
J. P. Dutton	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH OHIO DEVELOPMENT SERVICES AGENCY FOR THE CDBG PROGRAM, GRANT NUMBER B-F-20-1AG-1

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the grant agreement with the Ohio Development Services Agency for the Community Development Block Grant (CDBG) Program, Grant Number B-F-20-1AG-1, in the amount of \$280,000.00 for the period beginning September 1, 2020 and ending October 31, 2022.

Upon roll call the vote was as follows:

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

Mr. Echemann said the grant money will go towards projects in the Village of Bellaire, City of Martins Ferry, Pultney Township, Union Township and York Township.

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND JEFFERSON COUNTY CAC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in a not to exceed amount of \$98,857.25 for the Re-employment Services and Eligibility Assessment (RESEA) program, effective January 20, 2021 to December 31, 2021.

Note: This grant is for individuals who are receiving unemployment compensation and may be required to meet with a worker and complete an assessment to develop a re-employment plan. The CAC in Jefferson County will be hiring the RESEA staff person who will serve Belmont, Jefferson, Harrison and Carroll County.

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

Whereas, this contract, entered into on the 20th day of **January 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Jefferson Community Action Council, Inc. (hereinafter "Contractor"), is for the purchase of Reemployment Services and Eligibility Assessment (RESEA) that meet the requirements and standards of the state Reemployment Services and Eligibility Assessment (RESEA) plan, as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to implement the Reemployment Services and Eligibility Assessment (RESEA) program, which includes being the employer of record for staff funded for through this program.

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: Jefferson County Community Action Council, Inc
114 North 4th Street
P.O. Box 130
Steubenville, OH 43952
740-282-0971

III CONTRACT PERIOD

This contract and its terms for Calendar Year 2021 and will become effective on the date signed by all parties. The termination date of this contract is December 31, 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 customer.

RESEA

Reemployment Services and Eligibility Assessment (RESEA) is a federal program that provides intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. The goal of the program is to provide claimants with a wide array of resources that support reemployment as quickly as possible and connects claimants to reemployment services, including co-enrollment in the Wagner-Peyser Employment Services program, Workforce Innovation and Opportunity Act (WIOA) dislocated worker program or other program services, as appropriate.

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. All staff will be employed by the Contractor, and subject to all of the Contractor's workplace rules and policies.

Proportional Payment

Proportional payment would occur at the 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.

WDA16

Workforce Development Area 16, which consists of Belmont, Carroll, Harrison and Jefferson counties. BCDJFS is the Fiscal Agent for WDA16.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

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 shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to RESEA activities.
2. The Contractor's staff must become familiar with state RESEA plan and 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 be 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 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 contract thus triggering the Purchaser's right to terminate, cancel, rescind and 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 as 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 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 as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
3. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

To implement this program, the Contractor will provide RESEA services that are designed to meet the purposes of RESEA: The purposes of the RESEA program are:

- To improve employment outcomes of Unemployment Insurance (UI) recipients and to reduce the average duration of UI receipt through employment;
- To strengthen program integrity and reduce improper UI payments through detection and prevention of such payments to ineligible individuals;
- To promote the alignment with the broader vision of WIOA of increased program integration and service delivery, including UI claimants; and
- To establish reemployment services and eligibility assessments as an entry point for UI claimants into other workforce system partner programs.

To achieve these purposes, the state has set the following service requirements:

Claimants selected to participate in the RESEA program must complete an initial RESEA and subsequent RESEA. An initial RESEA is defined as the first meeting between staff and a UI claimant who reports to the meeting in response to an official notification of selection and required participation in RESEA services. A subsequent RESEA is defined as a follow-up meeting held after the initial RESEA.

For the initial RESEA, at a minimum, claimant must:

- View an online introduction video known as Ohio's Introduction Video;
- Complete a UI eligibility assessment conducted on a one-on-one basis, that includes a review of work search activities, and referral to the Office of Unemployment Insurance Operations (OUIO) processing center if a potential issue(s) is identified;
- Be referred to the OUIO processing center if a potential issue(s) is identified at any time during delivery of the program (e.g. during the session, reminder call, or rescheduling);
- Be provided customized labor market and career information based on an assessment of the claimant's needs, including information about in-demand occupations;
- Be enrolled in the *Employment Services* program (formerly known as Wagner-Peyser);
- Receive information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training, as appropriate; and
- Receive an *Individual Opportunity Plan* (IOP) jointly developed by the claimant and staff that identifies the claimant's reemployment goals and determines the combination of services needed for the claimant to reach reemployment goals. The plan may include work search activities, recommendations on accessing services at the OhioMeansJobs center or through self-service tools, and/or training; and
- Participate in OhioMeansJobs center orientation following completion the initial RESEA and prior to completion of the subsequent RESEA.

Claimants receive the same or similar services during the initial and subsequent RESEA, except that claimant is not required to view an online introduction video as part of the subsequent RESEA.

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The 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 that 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 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 both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser 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, participants 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 repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of the Reemployment Services and Eligibility Assessment (RESEA) grant (CFDA #17.225). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$98,857.25.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

The 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. The 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

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

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

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the 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

The 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 conducted 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. The Contractor agrees to repay the 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, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the 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 the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The 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 the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry 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 at 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, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the 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, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The 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. The Contractor understands that the use or disclosure of information concerning the 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 the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The 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. The Contractor further avers that no financial interest was involved on the part of any of the 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, the 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 the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

The 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 the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the 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 Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The 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 the Contractor's employees.

The 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 the Contractor and the Purchaser. The 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 the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the even 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 for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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 the Contractor wish to terminate this contract, notice to the 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 with Article X of this agreement.

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 the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of 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 right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the 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 other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board 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 the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

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

The Contractor certifies that 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 Title 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, the Contractor will not discriminate against any employee, contract worker or applicants 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. The 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 advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the 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 the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the 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, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The 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 the Purchaser's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The 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

The 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

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The 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 records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The 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

The 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

The 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

The 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

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

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

1/13/2021
Date

J. P. Dutton /s/

1-20-21

January 20, 2021

J. P. Dutton, Belmont County Commissioner

Jerry Echemann /s/

Date

1-20-21

Jerry Echemann, Belmont County Commissioner

Josh Meyer /s/

Date

1/20/21

Josh Meyer, Belmont County Commissioner

Michael K. McGlumphy /s/

Date

1/12/2021

Michael K. McGlumphy, CEO

Jefferson County Community Action Council, Inc
114 N 4th Street
Steubenville, OH 43952

Date

WIA-16 Workforce Development Board Chair

Josh Meyer /s/

Date

1/20/21

WIOA-16 Council of Government Chair

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

Date

1-15-2021

Approved as to form:

Belmont County Prosecutor

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING LETTER AGREEMENT NO. 3 WITH OHIO VALLEY MALL COMPANY/SHERIFF'S SUBSTATION

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign Letter Agreement No. 3 with the Ohio Valley Mall Company for the Belmont County Sheriff's substation to extend the term of the lease for two (2) years, commencing on January 3, 2021 and expiring on January 2, 2023, based upon the recommendation of Belmont County Sheriff Dave Lucas; original lease was signed January 6, 2016. December 16, 2020

Belmont County Commissioners

101 West Main Street

St. Clairsville, Ohio 43950

File: Lease by and between Ohio Valley Mall Company ("Landlord") and Belmont County Commissioners, a department of a political subdivision of the State of Ohio, d.b.a. "Belmont County Sheriff's Office" ("Tenant"); Unit No. 490 ("Demised Premises"); Ohio Valley Mall ("Shopping Center"); St. Clairsville, Ohio

Re: Letter Agreement No. 3

Dear Tenant:

I am authorized by the above-referenced Landlord to offer this Letter Agreement No. 3 for execution by Tenant. By the entry of the authorized signatures below, Tenant hereby agrees to the following:

1. The Effective Date of this Letter Agreement No. 3 shall be the date of mutual-execution.
2. The term of this Lease is hereby extended for a period of two years, commencing on January 3, 2021, and expiring on January 2, 2023.
3. All other terms and conditions of the Lease shall remain unchanged.

Please print three copies of Letter Agreement No. 3, indicating Tenant's acceptance of same with the authorized signatures below and return all three originals to me for Landlord's execution. If acceptable to Landlord's Real Estate Committee, upon mutual execution I will forward one fully-executed original to you for your file.

Sincerely,

Robert L. Mackall, III

General Counsel

RLM/bjb

cc: Mike Harris

TENANT: Belmont County Commissioners

By: *Jerry Echemann /s/*

Name: Jerry Echemann

Title: Commissioner

Date: 1-20-21

By: *Josh Meyer /s/*

Name: Josh Meyer

Title: Commissioner

Date: 1/20/21

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

Name: J. P. Dutton

Date: 1/20/21

Upon roll call the vote was as follows:

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

LANDLORD: Ohio Valley Mall Company

By: _____

Name: Anthony M Cafaro, Jr.

Title: Authorized Agent

Date: _____

By: _____

Name: Robert L. Mackall, III

Title: Authorized Agent

Date: _____

Mr. Echemann said this site is used for trainings, meetings and youth activity. He noted the county only pays for utilities.

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE SOLID WASTE

MANAGEMENT PLAN OF THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY

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

WHEREAS, Belmont County is located within the jurisdiction of the Jefferson Belmont Regional Solid Waste Management Authority (Authority); and

WHEREAS, the Jefferson Belmont Regional Solid Waste Authority, by its Board of Trustees, has adopted a Solid Waste Management Plan for the Authority; and

WHEREAS, the Jefferson Belmont Regional Solid Waste Management Authority, has provided a copy of the 2021 Solid Waste Management Plan for ratification to the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the Authority, and

WHEREAS, pursuant to Ohio Revised Code Section 3734.55(B), the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the Authority, must approve or disapprove the amended Budget by ordinance or resolution.

NOW THEREFORE BE IT RESOLVED that the Belmont County Commissioners:

1. Indicate either:
 - a. approves the 2021 Solid Waste Management Plan; or
 - b. disapproves the 2021 Solid Waste Management Plan.
2. Directs that copies of the adopted Resolution be delivered to the Authority.
3. Hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Approved: Date: 1-20-2021 OR,
Disapproved: Date: _____

Signature of Appropriate Officers:
Jerry Echemann /s/
 Jerry Echemann
Josh Meyer /s/
 Josh Meyer
J. P. Dutton /s/
 J. P. Dutton

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Jill Hunkler, Barnesville, asked the Board of Commissioners to continue opposing the proposed injection well at the intersection of U.S. Route 40 and State Route 331. Ms. Hunkler asked them to get comments from other officials to send to the state. She said ODNR still has to issue the injection permit. Ms. Hunkler said this well will be a great hindrance to all in the area and does not believe it will bring jobs to the area. She added if the proposed cracker plant is built there will be unlimited injection wells and pipelines in or near Belmont County. Mr. Echemann said they have spoken out against the location for the injection well. Mr. Meyer said they have talked to Senator Hoagland, Representative Don Jones and ODNR and will continue to do so. Mr. Dutton said, "It's not completely over. There are requirements Omni's going to have to meet to ODNR. I think state law needs to be amended when it comes to injection wells."

Richard Hord, Martins Ferry, asked about the different functions of the CIC and Port Authority and if they work together. Mr. Echemann said they have worked together, but they are mostly stand-alone entities. He added the Commissioners do give some funding to the CIC. Mr. Dutton said everyone needs to work together, there is never enough staff to do everything you want to do. He said the CIC is focused on small business matters and the Port Authority is more focused on industrial space.

Mr. Hord inquired about the Industrial Park located north of Barnesville. Mr. Dutton said there has been a lot of activity in the last few years. A private developer purchased the lots and developed the site. He said the state is always pushing for job ready sites.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:51 A. M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:11 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:11 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is one motion to be considered.

IN THE MATTER OF APPROVING PAID ADMINISTRATIVE LEAVE FOR TAMMY KOTERA, FULL-TIME DEPUTY CLERK/NORTHERN DIVISIONAL COURT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the paid administrative leave for Tammy Kotera, full-time Deputy Clerk for Northern Divisional Court, from January 8, 2021 through January 15, 2021.

Upon roll call the vote was as follows:

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

RECESS

**Rob Sproul, Deputy Health Commissioner
Re: COVID-19 Update**

Mr. Sproul reported there have been 4,652 positive cases, 3,471 recoveries, 1,057 are in isolation, 37 are hospitalized and 87 deaths. He said the first 400 individuals registered in the 80 and older age group will begin receiving the vaccine this week. Registration is on the Health

January 20, 2021

Department's website. They should receive another 400 doses of the vaccine next week and will be moving to the 75 and above age group, along with individuals with a serious health condition. Mr. Sproul said the Governor's office is providing more doses for school staff, they can get the vaccine from the Health Department or a private health care provider. He said the Governor's goal is to have all school staff vaccinated by the end of February. Mr. Dutton said this is a fluid situation and major changes makes things more difficult. He asked for the public's patience.

RECESS

January 20, 2021

Mr. Dutton exited the meeting before adjournment.

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:04 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:04 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 27th day of January, 2021.

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Jerry Echemann 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.

Jerry Echemann /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK