

St. Clairsville, Ohio

May 5, 2021

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 her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$695,408.37**

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-A15.000 Unemployment	\$10,000.00

**H08 WIA AREA 16 FUND/BCDJFS**

FROM	TO	AMOUNT
E-2610-H008-H01.000 Belmont County	E-2610-H008-H03.000 Harrison County	\$30,000.00
E-2610-H008-H01.000 Belmont County	E-2610-H008-H04.000 Jefferson County	\$30,000.00

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:

**K00 M.V.G.T. FUND AND O39 BOND RETIR/ENGINEER**

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$11,343.00

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 May 5, 2021 meeting:

**B00 DOG & KENNEL FUND**

E-1600-B000-B13.006	Hospitalization Expenses	\$62,500.00
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**O39 BOND RETIR/ENGINEER**

E-9218-O039-O06.051	Interest Bond Payment	\$11,343.00
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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 TRANSFER OF FUNDS FOR**

**THE DELTA DENTAL CHARGEBACKS FOR**

**THE MONTHS OF APRIL & MAY 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the

Delta Dental Chargebacks for the months of April & May 2021.

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	18,784.12
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	486.92
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	459.44
<b>GRANT / JUVENILE COURT</b>			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	0.00
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	308.64
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,620.19

COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	102.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	102.88
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	102.88
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	318.86
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	0.00
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	140.58
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	37.70
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	386.12
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	18.52
Public Health Em. Readiness	E-2229-F081-F01.001	R-9891-Y091-Y07.500	149.18
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	10.28
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	20.58
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	61.72
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	110.42
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	167.18
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	121.90
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	185.18
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	89.16
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	270.06
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	15.44
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	12.86
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	346.34
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,543.20
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	102.88
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	37.70
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,531.98
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	698.18
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,418.66
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	524.62
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,255.00
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	102.88

PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
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TOTALS		R-9891-Y091-Y07.500	36,853.53
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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 TRANSFER OF FUNDS FOR**  
**THE VISION CHARGEBACKS FOR**  
**THE MONTHS OF APRIL & MAY 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Vision Chargebacks for the months of April & May 2021

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,239.71
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	135.00
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	143.46
<b>GRANTS/JUVENILE COURT</b>			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	0.00
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	83.16
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	462.87
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	27.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	27.72
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	27.72
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	91.62
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	0.00
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	39.78
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	12.06
<b>COUNTY HEALTH DEPT</b>			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	119.72
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	4.98
Public Health Em. Rediness	E-2229-F081-F01.001	R-9891-Y091-Y06.500	40.20
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	2.78
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	5.54
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	16.64

Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	30.14
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	45.04
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	34.48
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	49.90
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	25.78
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	72.76
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	4.16
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	3.46
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	95.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	415.80
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	27.72
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	12.06
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	545.40
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	194.04
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	698.86
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	194.30
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	953.46
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	147.06
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	349.56
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	27.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			10,927.08

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS**  
**FOR HSA CHARGEBACKS/MAY 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HAS Chargebacks for May 2021.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	64.52
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-0910-S033-S47.006	DISTRICT DENTENTION HOME	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
TOTALS			387.12

Upon roll call the vote was as follows:

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

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

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

May 5, 2021

**B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$62,500.00** transferred from the General Fund into R-1611-B000-B11.574 on 4/28/2021. *(Transferred from Transfers Out)*  
**LEPC MOU PAYMENT-\$12,810.27** deposited into R0050-A000-A42.500 on 04/28/2021.

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 May 5, 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 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 regular meeting of April 28, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MEETING CHANGE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hold the board’s regular meeting at 9:00 a.m. on Tuesday, May 11, 2021, instead of Wednesday, May 12, 2021, due to a scheduling conflict and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
LYNN HOOD, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Lynn Hood, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective May 7, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTRACT BETWEEN BCDJFS  
(ON BEHALF OF THE BELMONT COUNTY FAMILY AND CHILDREN  
FIRST COUNCIL) AND BELMONT COUNTY BOARD OF  
DEVELOPMENTAL DISABILITIES FOR EARLY INTERVENTION PROGRAM  
FOR SERVICE COORDINATION (PART C)**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the contract between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Early Intervention Program for Service Coordination (Part C)** effective July 1, 2021 through June 30, 2022, in the maximum amount of \$178,114.00.

**LOCAL EARLY INTERVENTION PROGRAM CONTRACT**

This agreement to provide administrative services for **Early Intervention Program for Service Coordination** is entered into on this 1st day of July, 2021 by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-600236), hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

Early Intervention Service Coordination providers fulfill Part C of the federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in Ohio Administrative Code 5123-10-01, 5123-10-02, 5123-10-03, and 5123-10-04 to include coordination of screenings, evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSPs); coordinating transition planning conferences, and following procedural safeguards to ensure parent's rights.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2021 through June 30, 2022, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

**ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A Payment for services provided in accordance with the provisions of this contract shall not exceed \$178,114. \$6000 of that allocation is earmarked to outreach activities and will be accounted for separately. **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records as needed as required to justify expenditures.
- C. **Provider** to submit a quarterly expenditure report and invoice to the Department within twenty (20) working days following the last

working day of the quarter as the quarterly reimbursement report will be due by the twenty fourth (24<sup>th</sup>) day of the month following the quarter.

- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not used to supplant existing funds targeting the same population for the purpose

described in Article I.

#### **ARTICLE IV: GENERAL REGULATIONS**

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Developmental Disabilities, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the DODD. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Developmental Disabilities.
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Early Intervention, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may—from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council--communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

#### **ARTICLE V: DELIVERABLES**

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

#### **ARTICLE VI: TERMINATION AND AMENDMENT**

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

#### **ARTICLE VII: LIMITATION OF LIABILITY**

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

#### **ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

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

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

- Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Developmental Disabilities, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

I. **ARTICLE IX: CONSTRUCTION**

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

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

<u>Jeffery Felton /s/</u>	<u>April 29, 2021</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>Stephen Williams /s/</u>	<u>4-29-2021</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>Jerry Echemann /s/</u>	<u>5/5/21</u>
Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>5/5/21</u>
Belmont County Commissioner	Date
<u>J. P. Dutton /s/</u>	<u>5/5/21</u>
Belmont County Commissioner	Date

Approved as to form:

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

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER’S PROJECT #21-2 CHIP SEAL PROGRAM**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer’s Project #21-2 2021 CHIP SEAL PROGRAM to the low bidder, Allied Construction, LLC, in the amount of \$621,668.00, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR TO ESTABLISH A DR4424 FEMA DISASTER FUND FOR BELMONT COUNTY ENGINEER’S DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Belmont County Auditor to establish a DR4424 FEMA Disaster Fund for the Belmont County Engineer’s Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LETTER OF AGREEMENT AND CONTRACT WITH INTERIM HEALTHCARE OF SE OHIO, INC/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Belmont County Commission President Jerry Echemann to sign the Letter of Agreement and contract with Interim HealthCare of SE Ohio, Inc., on behalf of Senior Services of Belmont County (SSOBC), for a one-year term, to provide COVID 19 testing of the SSOBC staff at the rate of \$10.00 per test and the minimum hourly rate of \$75.00 for an LPN/RN.

**Letter of Agreement**

This Letter of Agreement ("Agreement") made and entered into on May 5th, 2021 by and between Interim HealthCare of SE Ohio, Inc. with its principal place of business at 47445 National Road West, Suite 100 St. Clairsville, Ohio 43950 ("Provider") and Belmont County Board of Commissioners and Senior Services of Belmont County, with its principal place of business located at 67650 Oakview Drive, St. Clairsville, Ohio 43950 ("Customer") to establish service delivery and rates for Temperature Screening and COVID19 Testing Staffing Services.

**BACKGROUND**

Interim HealthCare Inc. ("Interim") licenses franchisees to operate as independently owned franchised businesses that provide the services of health care personnel.

Provider is an Interim franchisee in the business of providing Temperature Screening and COVID 19 Testing Staffing Services (the "Services").

**SECTION I – PROVIDER RESPONSIBILITIES**

Provider will provide appropriately qualified staff for the Services.

Provider will provide the appropriate Personal Protective Equipment (PPE) for each Temperature Screening and/or COVID19 Testing Staffing assignment.

Provider will provide such information as: Name of the employee, contact information, and any other relevant information to coordinate the service provided safely and effectively.

Provider will maintain employee files for all of its employees and comply with all state and federal employment guidelines relating to the same.

**SECTION II – CUSTOMER'S RESPONSIBILITIES**

Customer shall utilize Provider employees only for the specific assignment requested and not for any other purpose.

Customer will immediately inform Provider of any problems regarding Provider employees.

Customer is prohibited from directly hiring of any Interim or Provider staff from the effective contract date to a period of 1 year following the cancellation of this Agreement.

Customer will provide Physician order and Result Management.

Customer will provide Test Kits, Lab Requisition and Processing Services.



SECTION III - MUTUAL RESPONSIBILITIES

Both parties agree to:

Comply with all federal, state and local laws and regulations including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the National Labor Relations Act and the Health Insurance Portability and Accountability Act of 1996. The parties shall execute the Business Associate Agreement attached to this Agreement as Attachment B.

Not discriminate or permit discrimination against any employee, applicant or patient on the grounds of age, race, color, religion, disability, sex, national origin, citizenship status, veteran status, union affiliation, or other category protected by law.

Consult and cooperate on a continuing basis with each other in the establishment of mutually acceptable standards and procedures for selection, training and assignment of personnel, handling of requests for service, billing procedures and other matters incidental to the carrying out of the provisions and purpose of this Agreement.

SECTION IV – COMPENSATION AND BILLING

Provider will bill Customer weekly for its services in accordance with this Section IV. Customer will remit net payment to Provider upon receipt of invoice. Provider may impose a default charge of the lesser of eighteen percent (18%) per annum or the maximum amount permitted by law to all outstanding amounts unpaid for thirty (30) days or more.

**Reimbursement Rates:**

Position	Per completed PCR test
LPN/ RN	\$10.00
	Minimum hourly rate
LPN/ RN	\$75.00

- Crisis Rates. The Parties agree that from time-to-time circumstances may warrant a rate that is above the agreed upon rates, based on Client need and any other circumstances that may be present, which will be termed "Crisis Rates". Rates for any crisis needs shall be provided by Provider to the Client and mutually agreed upon in writing prior to the acceptance of any Provider for assignment. Crisis Rates will be limited to those mutually agreed upon needs and shall apply to extensions of the original need only upon Agreement of the Parties.

**Reimbursement rates for the following holidays:**

- New Years Eve

- New Years Day
- Easter
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

Position	Per completed PCR test
LPN/ RN	\$20.00
	Minimum hourly rate
LPN/ RN	\$150.00

Invoices shall be billed and addressed to:

Contact Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

SECTION V – LETTER OF AGREEMENT

The term of this Letter of Agreement shall be 1 year from its effective date and shall be renewed automatically under the same terms and conditions at the expiration date unless either party gives written notice of its intention to terminate the Letter of Agreement in accordance with this Section VI.

Either party may terminate this Agreement with or without cause upon fourteen (14) days advance written notice to the other party.

SECTION VI - MISCELLANEOUS

This Letter of Agreement may only be amended by written instrument signed by the parties hereto.

This Letter of Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, estates, heirs, beneficiaries, and representatives.

This Letter of Agreement and any attachments, exhibits and schedules attached hereto constitute the entire Agreement of the parties with respect to the subject hereof, and supersede all prior understandings, Agreements and oral representations and warranties of the parties with respect to the subject matter of this Letter of Agreement.

This Service Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Any notice, request, information on other document shall be in writing and shall be hand delivered, by messenger or courier service, telecommunicated (including email receipt) or mailed by registered or certified mail (postage prepaid), return receipt requested, Addressed to:

Customer:	Senior Services of Belmont County 67650 Oakview Drive St. Clairsville, Ohio 43950	Provider:	Interim HealthCare of SE Ohio, Inc. 47445 National Rd West; Suite 100 St. Clairsville, Ohio 43950
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If at any time subsequent to the date of this Letter of Agreement, any provision of the Letter of Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Letter of Agreement.

This letter of agreement will be governed by and construed in accordance with the laws of the state of Ohio.

The sole relationship between the parties to this letter of agreement is that of independent contractors. This agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

No party shall assign its rights or delegate its duties hereunder without prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Interim HealthCare of SE Ohio, Inc.  
47445 National Road West, Suite 100  
St. Clairsville, Ohio 43950

Senior Services of Belmont County  
67650 Oakview Drive  
St. Clairsville, Ohio 43950  
by President, Belmont County Commission

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Jerry Echemann  
Title: Commissioner  
Print Name: Jerry Echemann  
Date: 5-5-21

Approved to form: Daniel K. Lukich  
Title: Assistant Prob. Atty.  
Date: 4-30-21

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord, Martins Ferry, inquired if Belmont County ranking 3<sup>rd</sup> in the state for COVID occurrences will have a negative impact on the senior centers reopening. Mr. Meyer said they are still moving forward with it and will follow the very stringent guidance from the Governor’s office. Mr. Dutton noted it will only be a few centers at first.

**RECESS**

**9:30 Foster Parent Appreciation Month Proclamation**  
Present: Belmont County Job and Family Services Director Jeff Felton and staff Christine Parker, Jennifer Feitz and Megan Maffe.

Mr. Felton said there are thirty-one foster families in Belmont County with seven more in training. Thirty-two children are currently in foster care which is a little lower number than normal. Mr. Felton said he thought part of it is COVID related. Their reports of abuse and neglect or suspected abuse or neglect is climbing back up to where it was, but kids were not in school for a long period of time. They did continue to have foster parent training either in-person or virtual. “What we are asking the community to do and our foster parents to do is step up and care for kids that aren’t theirs, but treat them as their own,” said Mr. Felton.

**IN THE MATTER OF ADOPTING THE RESOLUTION  
DECLARING MAY 2021 AS FOSTER PARENT APPRECIATION MONTH**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the resolution declaring May Foster Parent Appreciation Month.

**RESOLUTION  
DECLARING MAY 2021 as  
FOSTER PARENT APPRECIATION MONTH**

**WHEREAS**, there are children in our community who are in crisis and must be temporarily removed from their homes to ensure that their physical and emotional needs are met; and  
**WHEREAS**, foster, kinship and adoptive families from all walks of life play a vital role in helping children heal, thrive and reach their full potential; and  
**WHEREAS**, caring for our children is an investment in our future. Our children will be the leaders of tomorrow, and only through a nurturing environment will they be able to develop a sense of self-worth and build self-esteem; and  
**WHEREAS**, in Belmont County there are thirty-seven (37) children in placement being provided a safe, secure and stable home along with the compassion and nurture of a foster or kinship family; and  
**WHEREAS**, Belmont County benefits from the selfless dedication and service on the part of foster parents and kinship providers. Their contributions to the welfare of children are irreplaceable.  
**NOW, THEREFORE BE IT RESOLVED** that the Board of Belmont County Commissioners do hereby proclaim May 2021 as “Foster Parent Appreciation Month” in Belmont County in honor of the individuals providing love, attention and support to our children and families in need, and encourage all citizens to volunteer their talents and energies on behalf of children in foster care.  
Adopted this 5<sup>th</sup> day of May, 2021.

**BELMONT COUNTY COMMISSIONERS**  
*Jerry Echemann /s/*  
*Josh Meyer /s/*  
*J. P. Dutton /s/*

Upon roll call the vote was as follows:

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

**RECESS**

Commissioner Meyer stepped out.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A.M**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, and Lisa Duvall, Dog Warden, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the discipline of a public employee.  
Upon roll call the vote was as follows:

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

Commissioner Meyer was present for a portion of executive session.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:43 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:43 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 are no motions for the board to consider.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:44 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 compensation and employment of public employees.  
Upon roll call the vote was as follows:

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

Commissioner Meyer stepped out at 10:53 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:37 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 11:37 a.m.  
Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are three motions for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
JOANNE LUCAS, INTERMITTENT LICENSED PRACTICAL NURSE/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Dutton to accept the resignation of Joanne Lucas, Intermittent Licensed Practical Nurse at the Belmont County Jail, effective May 10, 2021.  
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Dutton	Yes

May 5, 2021

Mr. Meyer	Absent
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**IN THE MATTER OF APPROVING MOVING TIFFANY ENGLISH  
FROM PART-TIME RN TO FULL-TIME HEAD RN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Dutton to move Tiffany English from part-time Registered Nurse at the 3 year step of the pay scale to full-time Head Registered Nurse at the 1 year step of the pay scale at the Belmont County Jail, effective May 9, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING DENISE STARR  
FROM FULL-TIME SENIOR CENTER COORDINATOR TO  
PART-TIME UNIT SUPPORT WORKER II/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Dutton to move Denise Starr from full-time Senior Center Coordinator to part-time Unit Support Worker II with Senior Services of Belmont County, effective May 10, 2021.

Upon roll call the vote was as follows:

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

**RECESS**

**Clay Bethel, Bethel Agency, Inc., Sherry Barbosky, CORSA Underwriter Manager and Katie Bayness, Belmont County Loss Control Coordinator**

**Re: Annual County Risk Sharing Authority (CORSA) Renewal Update**

Ms. Barbosky reviewed the CORSA renewal for the 2021-2022 program year. She said there was a 1.73% increase due to an additional \$4 million in property values and additional vehicles. Belmont County received \$78,244 in credits from the Loss Fund Dividend, Loss Control Incentive Program and the one-time Detainee COVID credit. Ms. Barbosky and Mr. Bethel credited Belmont County's Loss Control Coordinator Katie Bayness for doing a tremendous job. Over the last ten years Belmont County has received \$104,256 in Loss Control Program credits. The county's insured values have increased from \$153,070,231 to \$220,537,707 in the last ten years.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:09 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

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

Attorneys David Miller and Brian Butcher present via phone.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:39 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 12:39 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is no action for the board to consider.

## RECESS

**Reconvened at 2:03 p.m. with Commissioners Echemann and Dutton present.**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 2:03 P.M.**  
Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 2:03 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of May, 2021.

Josh Meyer /s/  
J. P. Dutton /s/ COUNTY COMMISSIONERS  
Commissioner Echemann – Absent

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

Josh Meyer /s/ VICE-PRESIDENT  
Bonnie Zuzak /s/ CLERK