

St. Clairsville, Ohio

June 2, 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 \$471,411.35

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-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B09.003 PERS	\$3,578.80

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$64.52

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
HOSPITALIZATION CHARGEBACKS FOR MAY & JUNE 2021

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

Hospitalization Chargebacks for the months of May & June 2021

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	13,234.16
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	25,618.80
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	40,610.32
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,569.86
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,520.92
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	3,520.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,760.46
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	5,281.38
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,520.92
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	3,520.92
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	11,048.94
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	0.00
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,898.46
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	157,283.76
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	199,980.01
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,335.10
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,335.70
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	61,982.03
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	22,461.22

E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	7,746.02
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	102,709.50
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	14,440.82
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,520.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,520.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,520.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	34,845.86
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,335.70
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	70,461.34
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,713.04
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	12,355.64
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	3,520.92
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	475.32
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	4,471.56
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	3,408.02
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	4,929.28
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	4,544.50
E-2229-F081-F01.001	Public Health EM Readiness	R-9891-Y091-Y01.500	2,992.78
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	619.24
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	528.14
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	1,056.28
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	7,957.28
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	475.32
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	404.90
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,335.70
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	7,041.84
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	7,041.84
TOTALS			923,457.48

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/JUNE 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for June 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-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	<hr/> 322.60
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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 June 2, 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 GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:
COMMISSIONERS-Jerry Echemann to Walnut Creek, OH, on June 10-11, 2021, to attend the EODA Annual meeting. A county vehicle will be used for travel.
ELECTION BOARD-Michael Shaheen to Columbus, OH, on June 8-11, 2021, to attend the 2021 Summer Conference with the Ohio Secretary of State.
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 May 26, 2021.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DERIC TANLEY
AS A SUMMER EMPLOYEE AT WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hire Deric Tanley as a summer employee at the Belmont County Water & Sewer District, effective June 7, 2021, at minimum wage.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM
CHRISTMAN CONSTRUCTORS, INC/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 1 from Christman Constructors, Inc., for the Belmont County Guernsey Street Water Treatment Plant Improvements Project in the amount of \$70,120.00, for a new contract total of \$27,043,120.00.

Note: This change order is due to an existing below grade concrete structure resulting in additional material and will be paid for through USDA funding.

CHANGE ORDER NO.: 1

Owner: Belmont County Water and Sewer District
Engineer: Poggemeyer Design Group
Contractor: Christman Constructors
Project: Belmont County Water System Improvements
Contract Name: Belmont County Guernsey Street WTP Improvements
Date Issued: 6/3/2021

Owner's Project No.:
Engineer's Project No.: 310700-00007
Contractor's Project No.: 209-101
Effective Date of Change Order: 6/3/2021

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional work onsite due to differing site conditions. Unknown subsurface obstructions and grade beam adjustments to accommodate these obstructions.

Attachments:

Letters dated: 5/24/2021, 4/20/2021, 4/16/2021, 5/5/2021, 5/7/2021, and 5/13/2021

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 26,973,000.00		Substantial Completion: April 30, 2022	
		Ready for final payment: July 14, 2022	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 0		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 26,973,000.00		Substantial Completion: April 30, 2022	
		Ready for final payment: July 14, 2022	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 70,120.00		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 27,043,120.00		Substantial Completion: April 30, 2022	
		Ready for final payment: July 14, 2022	

Recommended by Engineer (if required)

Accepted by Contractor

By: Thomas J Borck
Title: Project Manager
Date: 5/28/2021

Chris Bailey
Sr. Project Manager
05/28/2021

Authorized by Owner

Approved by Funding Agency (if applicable)

By: Jerry Echemann
Title: PRESIDENT
Date: 6-2-2021

MEMBER

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA
EXCAVATING COMPANY/ENGINEER'S PROJECT 20-3-CR56 11.77 SLIDE REPAIR

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Ohio-West Virginia Excavating Company in the amount of \$398,362.50 for the Belmont County Engineer's Project 20-3 BEL-CR56 11.77 (PW#138) SLIDE REPAIR (Mt. Victory Road), based upon the recommendation of Belmont County Engineer Terry Lively.
Note: This project is 75% federally funded and 25% state funded.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #20-3: BEL-CR56-11.77 (PW#138) SLIDE REPAIR

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 2nd day of June, 2021 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the roadway slide and pavement damage areas along CR56 (Mt. Victory Road) and all related Work described by the Contract Documents.

All Work for BEL-CR56-11.77 (PW#138) shall be completed by September 18, 2021.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #20-3: BEL-CR56-11.77 (PW#138) SLIDE REPAIR

PROJECT #20-3 TOTAL = \$398,362.50

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS <u>Jerry Echemann /s/</u> <u>Josh Meyer /s/</u> <u>J. P. Dutton /s/</u>	OHIO - WEST VIRGINIA EXCAVATING CO. By: <u>Brian Hendershot /s/</u> <u>Brian Hendershot, President</u> <i>Print/Type Signature</i>
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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 ENTERING INTO A ROADWAY USE MAINTENANCE
AGREEMENT WITH OHIO GATHERING COMPANY/ENGINEER

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ohio Gathering Company, effective June 2, 2021, for the use of 1.45 miles of CR-64 (Unity Church Road) and 0.7 miles of CR-66 (Gun Club Road) for pipeline activity for Ohio Gathering Company pipelines located in Colerain and Richland Townships.

Note: County-Wide Bond #K15756408 for \$1 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENTFOR PIPELINE
AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS , a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ohio Gathering Company, L.L.C., whose mailing address is 43050 Industrial Park Road, Cadiz, Ohio 43907 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads and bridges within Colerain and Richland Townships, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as “Pipeline Activity”) located in Colerain and Richland Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.45 miles of CR-64 (Unity Church Road) and 0.7 miles of CR-66 (Gun Club Road) for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as “Pipeline Activity”); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre- Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The 1.45 mile portion of CR-64 (Unity Church Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR-9 (Fairpoint-New Athens Road) and ending at the intersection of CR-66 (Gun Club Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Unity Church/Shepherdstown Road) for any of its Pipeline Activities hereunder.
2. The 0.7 mile portion of CR-66 (Gun Club Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR-64 (Unity Church Road) and ending at the intersection of SR-331 (Donnerville Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-66 (Gun Club Road) for any of its Pipeline Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the

- railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Pipeline Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
- a. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond (Bond #K15756408) or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of ONE MILLION & 00/100 DOLLARS (\$1,000,000.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied: A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement. “The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority”.
11. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect. Agreement shall be governed by the laws of the State of Ohio.
14. This Agreement shall be in effect on June 2, 2021.

<u>Authority</u>	<u>Operator</u>
By: <u>Jerry Echemann /s/</u>	By: <u>Electronically signed by Jeffrey Breen</u>
Commissioner	
By: <u>Josh Meyer /s/</u>	Printed name: <u>Jeffrey Breen</u>
Commissioner	
By: <u>J. P. Dutton /s/</u>	Company Name: <u>Ohio Gathering Company, L.L.C.</u>
Commissioner	Title: <u>Transportation Permits Manager</u>
Dated: <u>Terry Lively /s/</u>	Dated: <u>3/5/21</u>
County Engineer	
Dated: <u>6/2/21</u>	
Approved as to Form:	
<u>David K. Liberati /s/ Assist P. A.</u>	
County Prosecutor	
Upon roll call the vote was as follows:	

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

**IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT
FOR COMMUNITY-BASED RESIDENTIAL CORRECTIONS PROGRAMS WITH THE
OHIO DEPARTMENT OF REHABILITATION AND CORRECTION/ADULT PROBATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the *Subsidy Grant Agreement for Community-Based Non-Residential Corrections Programs* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2022 and 2023 in an amount not to exceed \$188,560 for the following program:

<u>Program Name</u>	<u>Application Identifier</u>
Pretrial	408-PT-2022/23-App-BelmCPAPD-00151

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PRE-AWARD
CONDITION FORM/911 DISPATCH CENTER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Pre-Award Condition Form for Belmont County 9-1-1 Dispatch Center – 2020 Coronavirus Hazard Pay Grant as follows:

Grant No.: 2020-CE-OTH-2343
Grant Amount:\$10,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUIT CLAIM DEED/
BELMONT COUNTY PORT AUTHORITY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Quit Claim Deed hereby conveying 0.555 acres, portion of Parcel No. 32-60011.000 located in Richland Township, to Belmont County Port Authority.

QUIT CLAIM DEED

The Board of County Commissioners, Belmont County, Ohio, for valuable consideration paid, grants to the **Belmont County Port Authority**, a body corporate and politic, whose tax mailing address is 101 N. Market St. St. Clairsville, OH 43950, the following real property:

Situated in the Township of Richland, County of Belmont, and State of Ohio. Being a part of the northwest quarter of Section 27, Township 7, Range 4, and being a portion of a 39.583-acre tract (parcel number 32-60011.000) as recorded in Volume 548 page 767 of the Belmont County Deed Records.

Beginning at a point in the center of US Route 40 which bears South 84 deg. 19 min. 50 sec. East, along the section line, 1715.80 feet; thence, leaving the section line, South 04 deg. 54 min. 50 sec. West 1034.97 feet from the northwest corner of Section 27.

Thence from this place of beginning, leaving the centerline and through the right-of-way of said US Route 40, South 04 deg. 54 min. 50 sec. West 50.02 feet to an iron pin set on the south right-of-way line:

Thence with right-of-way line and the north lines of a 1.728-acre tract as recorded in OR Volume 876 page 3903, South 75 deg. 29 min. 14 sec. West 110.13 feet to an iron pin set; **thence** North 83 deg. 35 min. 43 sec. West 193.58 feet to a point in the center of the surface of Oakview Drive:

Thence with Oakview Drive and through the US Route 40 right-of-way, North 16 deg. 44 min. 53 sec. East 95.97 feet to the centerline of US Route 40:

Thence with the centerline and along a curve to the left having a radius of 7639.44 feet, an arc length of 277.98 and a chord that bears South 82 deg. 32 min. 43 sec. East 277.96 feet to the place of beginning.

Containing 0.555 acres, more or less. All of which lies within the right-of-way of US Route 40. Subject to the right of way of US Route 40 and any other easements and rights of way of record.

Bearings used in this description are based on the bearings recorded on the plat of Oakview Drive, Cabinet F Slide 71.

This description was prepared by Robert A. Barr, P.S. 7829 as the result of an actual field survey performed during May 2021. All iron pins set are 5/8-inch re-bars, 30 inches long with plastic caps stamped “BARR 7829”

Excepting and reserving to the Grantor, its successors and assigns, any and all interest Grantor may have in coal, oil, gas, or other minerals beneath the surface of the premises conveyed. Grantor further excepts and reserves any interest Grantor may have in any oil and gas leases on the premises conveyed.

Prior Deed Reference: Volume 548, Page 767, Belmont County Deed Records.
Part of Auditor’s Permanent Parcel Number 32-6011.000
Oil and Gas Parcel Number: _____
Mineral Parcel Number: _____

Executed this 2nd day of June, 2021.

J. P. Dutton /s/

J. P. Dutton, Commissioner

Josh Meyer /s/

Josh Meyer, Commissioner

Upon roll call the vote was as follows:

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

Mr. Echemann said this piece of property is up against Route 40 and the county has no use for it. The acquirer has paid for a survey to be done and will pay for any legal fees that the Port Authority might incur.

**IN THE MATTER OF APPROVING THE OHIO DEPARTMENT
OF JOB & FAMILY SERVICES TITLE XX COUNTY PROFILE**

Motion made by Mr. Meyer, seconded by Mr. Dutton, on behalf of Belmont County Department of Job & Family Services, to approve and authorize the President of the Board Jerry Echemann to execute the Ohio Department of Job & Family Services Title XX County Profile for the program year 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS
AND BELMONT COUNTY COMMUNITY ACTION COMMISSION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the contract between the Belmont County Dept. of Job & Family Services and Belmont County Community Action Commission, effective May 1, 2021 through September 30, 2021 in an amount not to exceed \$55,769.00 for the purpose of providing a summer employment program to serve persons from a Belmont County Temporary Assistance To Needy Families (TANF) eligible family.

**CONTRACT BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

This sub-recipient agreement is made and entered into this day of **May 1, 2021** by and between the Belmont County Department of Job and Family Services, **BCDJFS**, and the Community Action Commission of Belmont County, doing business at 153 ½ West Main Street, St. Clairsville, Ohio 43950, a provider of service (hereinafter referred to as “**Provider**”).

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**SUMMER EMPLOYMENT PROGRAM FOR YOUTH (CFDA 93.558)
Funded by TANF Funds and Administered through**

Prevention, Retention and Contingency (PRC) Programs

- A. PURPOSE:** This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-18 enrolled in secondary school as long as the youth is a minor child in a needy family in school at or below 200% of federal poverty (youth may 18 if they are a full-time student in a secondary school); the youth served may be non-custodial parents as they are considered needy and have a minor child (Needy is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level); family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren); and Youth in a foster care setting age 14 to 18 years of age if they are a full-time student in a secondary school may be served under the TANF Summer Youth Employment Program
- B. PURCHASE OF SERVICES:** Subject to the terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from and the Provider agrees to furnish those specific services detailed in this agreement.
- C. CONTRACT PERIOD:** This contract will be effective from May 1, 2021 through September 30, 2021 inclusive, unless otherwise terminated. Costs can be charged effective May 1, 2021. Normal PRC allocation liquidation rules apply with a closeout date of December 31, 2021.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in this contract.

- D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from May 1, 2021 through September 30, 2021 and shall not exceed \$45,769.00 of allowable costs for TANF Summer Youth Employment Program as listed in Section E – “Allowable Program Costs” and \$10,000.00 of the TANF Administration Allocation to be used solely for the purpose of administering the TANF Summer Youth Employment Program. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$55,769.00. Any cost overruns shall be the sole responsibility of the Provider. The Provider of services must provide a budget as part of this agreement.

E. SERVICE DESCRIPTION:

Employment:

The Provider of services will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching, mentoring, worksite development, placement of youth at worksites, issuing wages to the youth, provisions of soft skills training as determined, youth registration on the OhioMeansJobs website, performance reporting, evaluation and other allowable program activities.

The youth will be provided Summer Work Experience up to forty (40) hours per week for a period of weeks beginning sometime after May 1, 2021 and ending on or before September 30, 2021. The number of weeks worked and hours worked per week by youth will be based on the total number of youth participating in the program; worksite needs and allocation. The youth will be paid an allowable wage of \$9.00 per hour. Fringes will consist of FICA and Worker’s Compensation.

Compliance Requirement:

The Provider of services must comply with all TANF program compliance requirements.

Performance Objectives:

1. The Provider of services must ensure youth are placed at appropriate and safe worksites.
2. The Provider of services must ensure all required paperwork is in place including but not limited to the posting of Minor Labor Laws at worksites, posting of the Minor List at the worksites, USCIS I-9 form is completed on all youth and worksite agreements are properly completed and signed by all parties.
3. The Provider of services must maintain proper payroll documentation.
4. The Provider of services must comply with the program requirements of reporting; OhioMeansJobs registration; evaluations; training; and certificates of completion listed within the context of this agreement.

Monitoring will be conducted by the Belmont County Department of Job and Family Services to evaluate the Provider of services in meeting the performance objectives.

Reporting:

The Provider of services is required to submit, by month, data necessary to track the outcomes for the youth participants in the program. Reports will be due in the reporting tool by the tenth (10th) of each month. It may be accessed at <https://syep.jfs.ohio.gov>. Instructions on using the reporting tool will be provided to the Provider once BCDJFS receives it from the state. All information shall be in the reporting tool within thirty (30) days from the youth leaving the program.

All documentation must be kept in case files at BCDJFS, OMJ Belmont County and Community Action Commission of Belmont County.

OhioMeansJobs.com:

All youth participating in the TANF Summer Youth must be registered on the OhioMeansJobs website. This is the primary responsibility of the Provider of services. A confirmation of youth registration must be incorporated into the reporting.

Evaluation:

The Provider of services is responsible for completing an evaluation of the youth and work sites. The employer evaluation is contained in the reporting tool. The completion of evaluations may be subject to the reporting tool requirements once they become available.

Certificates of Completion:

Certificates of Completion are not required to be issued to youth unless required by the reporting tool requirements once they become available.

Allowable Program Costs:

Allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the subsidized employment participants including work related items such as uniforms, tools, licenses or certifications, case management activities related to the program, job coaches and mentors;
- Worker’s compensation expenses;
- FICA;
- Direct supervision and training costs; and
- Transportation costs to and from the worksite.

The cost of health insurance for youth may be charged against these TANF funds, however, the cost of health insurance for staff employed by a third party to operate the program can be charged.

Administrative Costs:

The TANF Summer Youth Employment Program funding does not include TANF administration. Federal regulations define what is considered TANF administration and they are also set forth in rule 5101”9-6-08.8 of the Ohio Administrative Code.

The following activities and/or expenses are considered TANF administration and cannot be charged to this allocation:

- Costs associated with eligibility determination;
- Salaries and benefits of staff performing administrative and coordination functions;
- Preparation of program plans, budgets, reports and schedules and the monitoring of the program and project;

- Fraud and abuse units;
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement and public relations;
- Costs of goods and services and travel costs required for official business and the administration of the program unless excluded under paragraph (A) of rule 5101:9-6-08.8 of the Ohio Administrative Code; and
- Management information systems not related to the tracking and monitoring of the program.

Costs considered to be TANF administration will be charged to county TANF administration allocations pursuant to rule 5101:9-6-08.8 of the Ohio Administrative Code, not to exceed \$10,000.00

Unemployment Compensation:

For unemployment compensation costs, the ODJFS Office of Unemployment Compensation has stated under Section 4141-5-05 of the Ohio Administrative Code that non-profit organizations, the state or its instrumentalities serving as the “employer of record” are excluded for unemployment purposes. These entities should not include the youth or the youth’s wages on their quarterly unemployment compensation reports.

- F. PAYMENT FOR PURCHASED SERVICES:** Upon completion of services each month, the Provider shall submit an invoice and supporting income statement (expense report) to the Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum stated in Section D above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of an accurate invoice.

Invoices will be submitted each month to BCDJFS within thirty (30) days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

Final invoice for compensation of work performed under this contract must be received and paid by BCDJFS no later than December 31, 2016 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the contract.

Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by the Belmont County Department of Job and Family services or its representatives.

- G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For the purpose of this contract, a fixed assets is any item having a useful life exceeding one (1) year regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job and Family Services and shall be used in the program or project for which acquired. No purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both state and federal guidelines. At such time as the program ends, funding expires or the Provider no longer needs the fixed asset, the Belmont County Department of Job and Family Services shall provide guidance regarding its disposition. All fixed assets purchased are to be reported to the Belmont County Department of Job and Family Services within thirty (30) days and registered on BCDJFS inventory.

Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty (30) days of purchase. These assets will be issued BCDJFS’ inventory tags. It will be the Provider’s responsibility to affix and maintain these tags.

Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions and agreements of which apply to the property or any part thereof.

- H. PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use including media releases, information pamphlets, etc. shall mention that funder is provided under “The State of Ohio’s Sumer Youth Program” administered by the Belmont County Department of Job and Family Services.

The deliverables provided by the Provider under this contract and any item produced under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables and the Provider will not obtain copyright, patent or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. The Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.

- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of both parties and the State of Ohio.

1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than the auditors and monitors, identified in Section F above, has access to these records.
3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal laws or with written permission from the Belmont County Department of Job and Family Services.
4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six (6) years and will follow all State of Ohio and federal record retention policies.
5. The Provider shall notify all employees of the Provider that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.

- J. INDEPENDENT CONTRACTORS:** Provider, agents and employees of the Provider will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the Belmont County Department of Job and Family Services.

- K. DUPLICATE BILLING:** The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by the Provider to other sources of funds for the same services.

- L. FINANCIAL RECORDS AND RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state or Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. The Provider agrees to comply with all applicable OMB Circulars including A-133 audit requirements which can be found on the internet at www.whitehouse.gov/omb/circulars/a133/a133.html.

- M. AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six (6) years from the date of the contract completion unless otherwise directed by the Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six (6) year period the Provider shall retain the records until the completion of the action and all issues which arise from it or until the end of the six (6) year period, whichever is later.

- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by the Belmont County Department of Job and Family Services authorized monitoring which directly relates to the provisions of this contract.

1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
 2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, and deceptive claims or falsified claims or incorrectly determined eligibilities. As used in this section, “deceptive” means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. CIVIL RIGHTS:** The Belmont County Department of Job and Family Services and the Provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the Office of Civil Rights for the State of Ohio and the Belmont County Department of Job and Family Services and termination of this agreement.
- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, the Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners against any all liability, loss, damage and/or related expenses incurred through the provision of services under this contract. The Provider agrees to maintain a self-insurance program or contract for insurance as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** The Belmont County Department of Job and Family Services and the Provider will monitor the manner in which the terms of the contract are being carried out and evaluation the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by the Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations or the projected outcomes are not achieved under this agreement, either party may initiate tier intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency’s request for termination.
This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners or upon discovery of non-compliance with any county, state or federal laws, rules or regulations.
The Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from and such other matters as BCDJFS may require.
In the event of suspension or termination under this Article, the Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of suspension or termination, which will be calculated by BCDJFS based on the rate set for in this contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any previous funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this contract.
- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant hereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of terms of this agreement.
- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any party of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rate of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA.ASSIGNMENT:** The Provider shall not and hereby agrees to be prohibited from assigning this contract in whole or in any part to any other party without the BCDJFS prior written consent.
- BB.HEADINGS:** The headings of the paragraphs of this contract are for convenience only and shall not affect the meaning or construction of the contents of this contract.
- CC.SPECIAL CERTIFICATION MADE BY THE PROVIDER:** By executing this contract, the Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider’s certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this contract.
1. The Provider along with its officers, members and employees have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. The Provider agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public

- interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.
- The Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The Provider also agrees that it will not solicit a BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code. The Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, the Provider has file the statement with the BCDJFS in addition to any other required filing.
 - No federal funds paid to the Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and federal regulations issued pursuant thereto and contained in 45 CFR Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this contract exceeds \$100,000.00, the Provider has executed the Disclosure of Lobbying Activities Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this contract was entered into.
 - Neither the Provider nor any principals of the Provider is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other federal department or agency as set forth in 45 CFR Part 76. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this contract will be terminated pursuant to the terms and conditions of this contract and shall be considered in default under this Section and BCDJFS may advise the appropriate federal agency of the knowingly false certification.
 - The Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
 - The Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies the Provider as having more than one unfair labor practice contempt of court finding.
 - The Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency (“CSEA”) in ensuring the employees of the Provider meet child support obligations established under state or federal law. Further, by executing this contract, the Provider certifies present and future compliance with any court of valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
 - The Provider agrees not to discriminate against any individuals who have or are participating in any work program administered by a county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.
 - As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two (2) previous calendar years, one (1) or more contributions in excess of \$1,000.00 to the Governor or to his or her campaign committees. If it is ever determined that the Provider’s certification of this requirement is false or misleading and not withstanding any criminal or civil liabilities imposed by law, the Provider shall return to BCDJFS all monies paid to the Provider under this contract. The provisions of this section shall survive the expiration or termination of this contract.
 - The Provider, its officers, members or employees, any subcontractor and/or independent contractors (including all field staff) associated with the contract 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 of the Provider’s officers, members, employees and subcontractors, 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.
 - The Provider agrees, as a condition of this contract, to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.
- DD. COPELAND “ANTI-KICKBACK” ACT:** The Provider will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- EE. DAVIS-BACON ACT:** The Provider will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFD Part 5.
- FF. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Provider 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.
- GG. PUBLIC RECORDS:** This contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to the requesting party.
- HH. CLEAN AIR ACT:** The Provider 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).
- II. ENERGY EFFICIENCY:** The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L-94-63, 89 Stat. 871).
- JJ. COPYRIGHTS AND RIGHTS IN DATA:** The Provider 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).
- KK. PATENT RIGHTS:** The Provider shall comply with all applicable standards, orders or amendments issued under Chapter 18 of Title 35, U.S.C. (Pub. L 95-517, Pub. L 98-620, 37 CFR Part 401), the Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.
- LL. PROCUREMENT:** The Provider will follow all required procurement policies and laws as applicable and advised by the Purchaser.
- MM. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this contract, the provisions of this contract shall be determinative of the obligation of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- NN. ENITRE AGREEMENT AND MODIFICATIONS:** This contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by both parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:
Belmont County Department of
Job and Family Services:
Jeffery L. Felton /s/
Jeffery L. Felton, Director
6/1/2021

Community Action Commission of Belmont
County:
Alaire Mancz /s/
Alaire Mancz, Director
5/28/2021

Date	Date
BELMONT COUNTY BOARD OF COMMISSIONERS:	
<u>Jerry Echemann /s/</u>	6-2-21
Jerry Echemann	Date
<u>J. P. Dutton /s/</u>	6/2/21
J. P. Dutton	Date
<u>Josh Meyer /s/</u>	6/2/21
Josh Meyer	Date
APPROVED AS TO FORM:	
<u>David K. Liberati /s/ Assist. P.A.</u>	6/3/21
Office of the Belmont County	Date
Prosecuting Attorney	
Upon roll call the vote was as follows:	
	Mr. Echemann Yes
	Mr. Meyer Yes
	Mr. Dutton Yes

IN THE MATTER OF APPROVING THE ESTIMATE FROM WHEELING CANVAS CO. LLC/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from Wheeling Canvas Co., LLC, in the amount of \$2,573.00 to provide three (3) replacement awnings for the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM JOHNSON CONTROLS/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from Johnson Controls in the amount of \$25,675.00 for necessary materials and labor to replace the obsolete 4100U fire panel with a new 4100ES panel for the fire suppression system at the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ANNUAL STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENT WITH ERB/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the annual Standby Generator Preventative Maintenance Agreement with Erb Electric Company, effective March 31, 2021 through February 28, 2022, for the Belmont County Courthouse Generator, Make/Model: Generac QTO3624 in the amount of \$350.00 per year.

Upon roll call the vote was as follows:

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

Devin Cain, Belmont County Farm Bureau President
Re: School Backpack Program

Mr. Cain said, “Two years ago we started a backpack program and found out there was a lot of need in our county for kids over the weekend that didn’t have anything to eat. We buy bulk ingredients and then put the bulk ingredients in these packages There’s six servings in each package. All you have to do is boil water, add these contents to it and you have six servings of delicious meals.” Participating schools are Union Local, St. Clairsville, Bellaire and Barnesville. Mr. Cain said they deal with the Outreach Program who has ten different meals to choose from. The meals packaged are macaroni and cheese and instant apple oatmeal and the cost is \$1.80 package. He said they have raised \$38,600 already this year. The farm bureau will be holding a packaging event on June 26 and June 27 and are in need of volunteers. Mr. Dutton said they appreciate everything that is being done and it’s a pretty effective effort. Mr. Cain said they couldn’t do it without the community. Mr. Dutton added it is unfortunate the need is out there, but Belmont County, as a whole, is doing a great job to address it.

RECESS

9:30 Subdivision Hearing Continued- Public Road Dedication of Veto Drive

Present: Will Eddy, Drafting Technician II, Mike Bianconi, Pease Township Trustee and Frank Shaffer, Pultney Township Trustee.

Mr. Shaffer said he checked with Assistant Prosecutor Dave Liberati about turning the portion of the road in Pultney Township over to Pease Township, but that could not be done. He added Belmont County Engineer told him an agreement could be made later on between the two townships. Mr. Bianconi said the current subdivision regulations really need to be updated. He said everyone wants paved roads, but the township doesn’t have the funds to do it. Mr. Bianconi said they will work with Pease Township and take care of plowing the road. He said it is the township’s responsibility to take care of the roads in their township. Mr. Shaffer said Pultney Township voted that they don’t want to accept the road, but will accept it if need be and take care of it. He said the subdivision regulations from 1961 are outdated, but were followed. Mr. Echemann said he understands the portion in Pultney Township will never get developed. Mr. Bianconi said if the portion in Pease Township gets developed it won’t amount to much in additional property taxes. He stated they don’t have the funds to take this road on. Mr. Eddy noted the road is approximately one mile long. Mr. Dutton said he agrees with what they are saying. “The application has been put forward under regulations that are inadequate. We have been talking about this for a couple years now. The tough part on our end is we recognize the issue that the subdivision regulations are not adequate. The complicating factor is it is not our level of expertise, necessarily, to upgrade subdivision regulations, that lies more with the Engineer’s office. We have talked to the Engineer over the past few years about past issues where the regulations haven’t protected property owners and they need to be changed,” said Mr. Dutton. He added they are currently in discussions and would like to see the subdivision regulations addressed by the end of the year.

IN THE MATTER OF FINAL PLAT APPROVAL PUBLIC ROAD DEDICATION OF VETO DRIVE PEASE TOWNSHIP, SEC. 3, T-6, R-3 AND

“Hearing Had 9:30 A.M.”

PULTNEY TOWNSHIP, SEC. 2 & 8, T-6, R-3

**“FINAL PLAT APPROVAL”
O.R.C. 711.05**

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

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for Public Road Dedication of Veto Drive, Pease Township, Sec. 3, T-6, R-3 and Pultney Township, Sec. 2 & 8, T-6, R-3, which appears to be regular in form and approved by the proper parties;

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

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

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of June 2, 2021, as recorded in Volume 104 of the County Commissioners’ Journal.

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk

cc: Engineer
Township F.O.
Health Dept.

RECESS

Commissioner Echemann stepped out of the meeting.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:04 A.M

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Attorneys Molly Gwin and Jeff Stankunas, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

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

Commissioner Echemann joined executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:32 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 10:32 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 10:33 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, compensation and discipline of public employees.

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 1:53 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 1:53 p.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 ADJOURNING
COMMISSIONERS MEETING AT 2:13 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 2:13 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of June, 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