

St. Clairsville, Ohio

May 19, 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 \$

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*:

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G10.000 Colerain Twp.	\$12.08
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G12.000 Village of Barnesville	\$1.37

M60 CARE & CUSTODY/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M060-M25.002 Salary CCAP	E-0400-M060-M29.008 Insurance CCAP	\$3,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S55.010 Supplies	\$500.00

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:

N03 FEMA PROJECTS/ENGINEERS AND OTHER VARIOUS FUNDS

FROM	TO	AMOUNT
E-9003-N003-N08.074 Transfers Out	R-2810-K000-K20.574 Transfers In	\$127,531.23
E-9003-N003-N08.074 Transfers Out	R-9008-N008-N04.574 Transfers In	\$133,452.14
E-9003-N003-N08.074 Transfers Out	R-9045-N045-N05.574 Transfers In	\$484,795.42

K00 M.V.G.T. FUND AND N03 FEMA PROJECTS/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9003-N003-N06.574 Transfers In	\$24,122.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 4, 2021****

T11 BEL. CO COMMISSIONERS/C.D.B.G.

E-9702-T011-T02.000	Home Grant-Monies from HUD	\$60.00
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****MAY 19, 2021****

A00 GENERAL FUND

E-0051-A001-A08.000	Travel and Expenses	\$315.00
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$11,089.89
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G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitors Bureau	\$62,080.36
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H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H05.000	Public Assistance	\$45,990.65
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H10 CHILD SUPPORT ENFORCEMENT ADM/BCDJFS

E-2760-H010-H02.501	CSEA-GRANTS	\$1,000.00
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H11 FAMILY & CHILD 1ST COUNCIL/BCDJFS

E-2770-H011-H12.000	SFY20 Multi-Sys Youth Funding	\$27,000.00
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N08 DISASTER RELIEF 4424-ENGINEER

E-9008-N008-N05.011	Contract Services	\$176,388.00
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N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N04.055	Contract Services	\$22,830.00
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N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$3,943,936.83
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S17 CHILDREN SERVICES

E-2765-S017-S31.000	Other Expenses	\$74,237.95
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S67.004	Workers Comp	\$397.72
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W80 PROSECUTOR’S-VICTIM ASSISTANCE

E-1511-W080-P01.002	Salary	\$3,781.80
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May 19, 2021

E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P07.006	Hospitalization	\$135.00
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$261.35

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.
G50 LOGDING EXCISE TAX-\$62,080.36 deposited into R-1910-G050-G01.500 on various dates in February, March, April and May 2021.
REFUNDS AND REIMBURSEMENTS/CORSA (PRIMA REGISTRATION)-\$315.00 deposited into R-0050-A000-A45.500 on 05/10/2021 (*PRIMA conference reimbursement from CORSA*)

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 19, 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 May 11, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION IN HONOR
OF BELMONT COLLEGE 50TH ANNIVERSARY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the resolution in honor of Belmont College 50th anniversary.

***RESOLUTION
IN HONOR OF
BELMONT COLLEGE 50TH
ANNIVERSARY***

Whereas, on May 21, 1971, Belmont County Technical Institute was officially born, as the State of Ohio granted the institute its charter; and

Whereas, the College graduated its charter class in June 1972, granting 27 associate degrees in applied business and 31 certificates in practical nursing. The same day, the new facilities were dedicated, launching a new era of education in the Ohio Valley; and

Whereas, since its founding, more than 50,000 students have taken classes at Belmont College and more than 13,900 degrees, certificates, and other certifications, have been earned by Belmont College students; and

Whereas, after formal planning and extensive research with College faculty, current and former students and branding experts, College leadership recommended that Belmont Technical College change its name to Belmont College. This recommendation was approved by the College Board of Trustees and officially went into effect as of July 1, 2012. The change in branding is a response to the College’s significant growth – from its origins as a technical school to its expansion into broader program offerings, including the Associate of Arts and Associate of Science degrees; and

Whereas, Belmont College will continue to be part of an integral division of the University System of Ohio and fulfill its community college mission – to provide affordable higher education for students in a learner-centered environment and to offer community leadership that promotes programs for economic development, career advancement, workforce development, and community education that are responsive to local business and industry; and

Whereas, Belmont College now offers 28 degree and 24 certificate programs in disciplines such as: allied health, associate of arts and sciences, building preservation/restoration, business, engineering technology, information technology, industrial trades, and public safety.

NOW, THEREFORE BE IT RESOLVED, the Belmont County Board of Commissioners does hereby congratulate Belmont College on its 50th Anniversary and extends its best wishes for a long and prosperous future.

Adopted this 19th 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

**IN THE MATTER OF APPROVING THE AGREEMENTS BETWEEN THE FOLLOWING
BOARD OF TOWNSHIP TRUSTEES AND THE BOARD OF COMMISSIONERS AUTHORIZING
THE COUNTY TO ACT ON ITS BEHALF TO ENTER INTO A CONTRACT WITH A
CONTRACTOR TO PROVIDE CHIP SEAL SERVICES FOR TOWNSHIP ROADS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the agreements between the following Board of Township Trustees and the Board of County Commissioners of Belmont County, pursuant to ORC 307.15, authorizing the County to act on its behalf to enter into a contract with a contractor to provide chip seal services for township roads:

- Colerain Township

- Pultney Township
- Richland Township
- Washington Township
- York Township

Note: This will allow the county and townships to secure a better price for chip seal.

AGREEMENT

This Agreement entered into this 19th day of May, 2021 by the Board of Township Trustees of Colerain Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T704 Sloans Run Rd	12' x 275'	367 SY
T451 Grays Ridge Rd	12' x 5,280'	7,040 SY
T561 Robinson Hollow Rd	12' x 225'	300 SY
T561 Robinson Hollow Rd	9' x 525'	525 SY
T561 Robinson Hollow Rd	9' x 100'	100 SY
T675 Rose Valley Rd	10' x 3,360'	3,733 SY
T1644 Twin Beech Rd	16' x 9,500'	16,889 SY
T438 Pine Hollow Rd	9' x 3,100'	3,100 SY
T438 Pine Hollow Rd	12' x 2,000'	2,667 SY
T475 Colerain - Mt. Pleasant Rd	12' x 2,100'	2,800 SY
T475 Colerain - Mt. Pleasant Rd	9' x 2,600'	2,600 SY
T441 Prokes Rd	12' x 300'	400 SY
T531 Angelo Rd	9' x 1,056'	1,056 SY

BCE #21-2 Chip Seal Program CRS-2P Total = 41,577 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Colerain Township
Belmont County, Ohio

By: Jeff S. Gazdik /s/
Jeff Gazdik, Trustee

By: Ralph King /s/
Ralph King, Trustee

By: John W. Yoker /s/
John Yoker

Board of County Commissioners of Belmont
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

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

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 19th day of May, 2021 by the Board of Township Trustees of Pultney Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T1182 Ash Alley	12' x 450'	600 SY
T1179 Belmont	12' x 1,250'	1,667 SY
T302 Brown Hollow	12' x 600'	800 SY

T620 Cuckoo	12' x 650'	867 SY
T1530 Dana Ave	12' x 250'	333 SY
T622 Davis Rd	12' x 1,350'	1,800 SY
T1178 Elm Alley	12' x 550'	733 SY
T1100 Georgetown	12' x 1,200'	1,600 SY
T1195 Giffen St/Gibas Rd	12' x 2,600'	3,467 SY
T325 Indian Run	12' x 1,700'	2,267 SY
T1563 Jeff Lane	12' x 1,200'	1,600 SY
T716 Lashley	12' x 100'	133 SY
T1181 Line Alley	12' x 250'	333 SY
T1082 Martin Hollow	12' x 900'	1,200 SY
T308 McClainsville Rd Lower	12' x 3,850'	5,133 SY
T308 McClainsville Rd Upper	12' x 6,190'	8,253 SY
T351 Mehlman Rd	12' x 6,500'	8,667 SY
T Miller Rd	12' x 650'	867 SY
T323 Moss Run North	12' x 1,350'	1,800 SY
T323 Moss Run South	12' x 4,700'	6,267 SY
T300 Pinch Run Lower	12' x 6,300'	8,400 SY
T300 Pinch Run Upper	12' x 950'	1,267 SY
T Quik Stop Alley	12' x 300'	400 SY
T1188 Quincey Ave/Crooked St	12' x 950'	1,267 SY
T713 Ray Ramsay	12' x 1,800'	2,400 SY
T1191 Saunders Hill Rd	12' x 1,350'	1,800 SY
T1194 School Alley	12' x 250'	333 SY
T1622 Sheryl Ave	12' x 1,300'	1,733 SY
T1294 Shields Hill	12' x 1,000'	1,333 SY
T1190 Shields Hollow Rd	12' x 2,750'	3,667 SY
T326 Spring Hill Rd	12' x 4,600'	6,133 SY
T308B Tabot Rd	12' x 1,300'	1,733 SY
T316 Tiger	12' x 750'	1,000 SY
T304 Trough Run Rd (Lower)	12' x 10,500'	14,000 SY
T304 Trough Run Rd (Upper)	12' x 6,000'	8,000 SY
T1184 Union St	12' x 150'	200 SY
T1295 W East St	12' x 950'	1,267 SY
T1186 Walnut Alley Dr	12' x 650'	867 SY
T316 Waznick Rd	12' x 400'	533 SY
T1080 West Echo	12' x 1,850'	2,467 SY
T281 Wozniak Rd	12' x 300'	400 SY

BCE #21-2 Chip Seal Program CRS-2P Total = 107,587 SY

2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Pultney Township
Belmont County, Ohio
By: Mark Cervelli /s/

By: Franklin Shaffer /s/

By: John LaRoche /s/

Board of County Commissioners of Belmont
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

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

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 19th day of May, 2021 by the Board of Township Trustees of Richland Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.
NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T0271 Grady	14' x 6,336'	9,856 SY
T0339 Sunnyside	16' x 2,217'	3,941 SY
T0607 Rider	16' x 2,851'	5,068 SY
T0809 Pickering	14' x 1,108'	1,724 SY
T1079 Pine Lane	12' x 898'	1,197 SY
T1462 Richwood Dr	20' x 528'	1,173 SY
T1524 Evelyn Dr	20' x 664'	1,476 SY
T1525 Randall Dr	20' x 475'	1,056 SY
T1526 La-Jan	18' x 898'	1,796 SY
T0525 Barlow	16' x 3,432'	6,101 SY
T1578 Straigt St	22' x 792'	1,936 SY
T1523 Greenwood Dr	16' x 845'	1,502 SY
T1463 Cooper Dr	20' x 1,848'	4,107 SY
T1465 Shirra St	20' x 264'	587 SY
T Carpenter St	20' x 950'	2,111 SY
T1466 Grissom Ln	20' x 528'	1,173 SY
T1467 Shepard Dr	20' x 1,372'	3,049 SY
T1624 Mercury Ln	20' x 1,056'	2,347 SY
T0257 Grave Yard	12' x 1,584'	2,112 SY
T0272 Roscoe	18' x 2,640'	5,280 SY
T0338 Watson	16' x 4,224'	7,509 SY
T0280 Clark	16' x 528'	939 SY
T0220 Huddock	16' x 2,112'	3,755 SY
T0215 McBride Hill	16' x 2,745'	4,880 SY
T0215A McBride Hill	16' x 475'	844 SY
T1632 Denise	20' x 792'	1,760 SY
T1659 Woodland	20' x 581'	1,291 SY

BCE #21-2 Chip Seal Program CRS-2P Total = 78,570 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of Richland Township
Belmont County, Ohio
By: Richard W. Ferrell /s/

By: Greg Clark /s/

By: Kathy Kaluger /s/

Board of County Commissioners of Belmont
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

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

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 19th day of May, 2021 by the Board of Township Trustees of Washington Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T103 Crabapple Rd	13'6" x 10,560'	15,840 SY
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BCE #21-2 Chip Seal Program CRS-2P Total = 15,840 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.

- 4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
- 5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
- 6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
Washington Township
Belmont County, Ohio
By: Paul Kanzigg /s/

By: Sam E/. Milhoan /s/

By: Larry P. Stuckey /s/

Board of County Commissioners of Belmont of
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

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

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 19th day of May, 2021 by the Board of Township Trustees of York Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

- 1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T667 Lysien Rd	14’ x 1,330’	2,069 SY	
T1521 Bank Addition Rd	11’ x 400’		489 SY
T729 Dover Ridge Rd	20’ x 1,800’	4,000 SY	
T729 Dover Ridge Rd	20’ x 1,000’	2,222 SY	
T612 Kreichbaum Rd	13’ x 1,350’	1,950 SY	
T130 Schroder Rd	14’ x 3,696’	5,749 SY	

BCE #21-2 Chip Seal Program CRS-2P Total = 14,257 SY
BCE #21-2 Chip Seal Program AE-DP Total =2,222 SY (667 gallons)

- 2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
- 3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
- 4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
- 5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
- 6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
York Township
Belmont County, Ohio
By: Ronald Graham /s/

By: Robert K. Graham /s/

By: Curtis Wisvari /s/

Board of County Commissioners of Belmont of
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

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

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

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 ALLIED CONSTRUCTION, LLC
FOR ENGINEER’S PROJECT 21-2 2021 CHIP SEAL PROGRAM**

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

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #21-2: 2021 CHIP SEAL PROGRAM**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 19th day of May, 2021 between **ALLIED CONSTRUCTION, LLC**, 810 Eastern Avenue, Chillicothe, OH 45601, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **ALLIED CONSTRUCTION, LLC** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for applying dust suppressants to repaired areas and preparing and applying a single chip seal surface on various County Roads and Township Roads and all related Work described by the Contract Documents.

The completion date for this project shall be August 28, 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. All chip seal work for this project shall be in accordance with Item 422 of the ODOT CMS.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
9,400 GAL	AE-DP ASPHALT EMULSION	\$2.10	\$19,740.00
449,200 SY	422 SINGLE CHIP SEAL, CRS-2P, APP	\$1.34	\$601,928.00
	TOTAL		\$621,668.00

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 **ALLIED CONSTRUCTION, LLC** 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

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

ALLIED CONSTRUCTION, LLC

By: Nathan Skaggs /s/

Nathan Skaggs

Print / Type Signature

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

**IN THE MATTER OF EXECUTING THE SUBGRANT AWARD AGREEMENT
FOR BELMONT COUNTY 9-1-1 CORONAVIRUS HAZARD PAY FOR DISPATCH CENTER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to execute the Subgrant Award Agreement for the Belmont County 9-1-1 *Coronavirus Hazard Pay for Belmont County Dispatch Center* as follows:

Subgrant Number: 2020-CE-OTH-2277

Award Period: 03/01/20 – 08/31/21

Award Amount: \$21,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF YOUTH
SERVICES SUBSIDY GRANT-JUVENILE COURT FUNDING APPLICATION UPDATE FY 2022**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the **Ohio Department of Youth Services Subsidy Grant-Juvenile Court Funding Application Update** on behalf of Belmont County Juvenile Court for Fiscal Year 2022.

Note: This grant covers program costs for C-CAP and the Diversion Program.

OHIO DEPARTMENT OF YOUTH SERVICES

JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the Belmont County Board of County Commissioners (herein referred to as "County") on behalf of the Belmont County Juvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2021, and ending June 30, 2023, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS

Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) If funds are used to place youth in a detention facility or community rehabilitation center, the facility must meet the Ohio Department of Youth Services Standards for Detention Centers or Standards for Community Residential Centers, or be accredited by the American Correctional Association, or adhere to OJDPA standards.
- 5) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.
- 6) If funds are used to provide out of home placement of youth in a facility other than those identified in (4) or (5) above, the facility must be certified by a state agency with certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Job and Family Services, Department of Education,

5-19-21
Orig. *Jimmie Shum*

Department of Mental Health, or Department of Mental Retardation and Developmental Disabilities, or be accredited by the American Correctional Association.

- 7) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 8) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 9) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 10) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 11) The Juvenile Court shall complete and submit with the Funding Application the individual Program Performance Measures in Attachment B of this Agreement.
- 12) Describe the methods employed to ensure equal access of minority youth to grant programs:
All youth regardless of race, age, sex, religious
beliefs, sexual identity, family income, or
education are to be treated equally.

- 13) First Year (FY 2022) Goals:
 - a) Projected number of admissions to DYS in FY 2022: 2
 - b) Projected number of admissions to a CCF in FY 2022: 3

Fiscal Accountability:

1. The Juvenile Court shall complete Attachment A of this Agreement.
2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
5. Funds received by the Juvenile Court shall not be commingled with any other funds.
6. All expenditures must be directly related to the approved programs identified in this Agreement.
7. The Juvenile Court shall maintain files on all contracts funded with grant funds, which shall be made available to DYS upon request.
8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full-time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.

15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
16. All obligations must be incurred by June 30th of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.
17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

Audits and Monitoring

1. The Juvenile Court shall submit tracking forms, statistical information, and other reports on forms and according to the time frame established by the Department.
2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.


3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations, and internal controls.
4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.

- 10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
- 11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
- 12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

Certification of Program Compliance and Non-Supplanting of Funds:


We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

Authorized Signatures:



Administrative Judge

5/17/21
Date



President, Board of County Commissioners
or County Executive

5.19.21
Date

Approval:

Director, Department of Youth Services

Date

Upon roll call the vote was as follows:

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

BELMONT COUNTY COMMISSIONERS, JERRY ECHEMANN TO EXECUTE THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM GRANT AGREEMENT, ACRGP GRANT NUMBER 3-39-0007-016-2021 FOR THE BARNESVILLE-BRADFIELD AIRPORT

Motion made by Mr. Meyer, seconded by Mr. Dutton, as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, Jerry Echemann to execute the Airport Coronavirus Relief Grant Program Grant Agreement, ACRGP Grant Number 3-39-0007-016-2021, in the amount of \$9,000.00 for the Barnesville-Bradfield Airport.

Note: The funds are to be used for equipment.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM ALLIED INFOTECH CORPORATION/RECORDS CENTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve proposal from Allied Infotech Corporation in the discounted service rate of \$220.00 per cleaning for standard preventative maintenance cleaning on the Digital Microfilm Scanner at the Belmont County Records Center.

Note: Parts additional if needed.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF JACQUELINE FOLSOM AS A FULL-TIME PERMANENT ELIGIBILITY/REFERRAL SPECIALIST II FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Jacqueline Folsom, effective May 24, 2021, as an Eligibility/Referral Specialist II. Ms. Folsom will be employed as a full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE BELMONT COUNTY PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN ON BEHALF OF DJFS

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept and sign the Belmont County Prevention, Retention and Contingency (PRC) Plan, revised and effective May 19, 2021, as submitted by the Belmont County Department of Job and Family Services in coordination with the Belmont County Family Services Planning Committee per ORC 329.06.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SUBGRANT AGREEMENT BETWEEN OHIO DEPT. OF JOB AND FAMILY SERVICES, THE OHIO DEPT. OF MEDICAID AND BELMONT

COUNTY BOARD OF COMMISSIONERS FOR SUBGRANT NO. G-2223-11-6901

Motion to approve and sign the Subgrant Agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid and the Belmont County Board of Commissioners for Subgrant Number G-2223-11-6901, effective July 1, 2021 through June 30, 2023.

Note: The execution of this biennial agreement is required in order for the Belmont County Dept. of Job and Family Services to receive their state and federal funding in public assistance, child support and children services.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT**

G-2223-11-6901

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM") and the Belmont County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Belmont County for the operation of the Belmont county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

- G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Belmont County and of the Belmont CDJFS/CSEA/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit
-

- finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
 - E. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
 - F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
 - G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
 - H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
 - I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
 - J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
 - K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
 - L. Immediately take measures to incorporate paragraph K above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it sub-grants and contracts with to incorporate Sections K and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
 - M. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD-475A and/or AD-475B "And Justice for All" poster.
 - N. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly.
 - O. Ensure all Medicaid eligibility case documentation is entered timely into Ohio's Electronic Data Management System (EDMS).
-

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2021, through June 30, 2023, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2022 and 2023 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Section 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
 - B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
 - C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
 - D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
 - E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 (D) and (E), 45 CFR 75.302, 2 CFR 200 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records.
 - c. Internal control over cash, real and personal property, and other assets.
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - e. Source documentation; and
 - f. Cash management.
-

2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, 2 CFR 200 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.

4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omniscircular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.

- 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
- 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
- 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 - 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
 - B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
 - C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 - 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
-

3.

Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4.

Perform any other tasks that ODJFS requires.
- D.

Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A.

Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.
- B.

Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C.

All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A.

Amendment: This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.
- B.

Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.
- C.

Subgrants

1.

Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.

2.

Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any

award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass-through entity evaluate Subgrantee's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.

- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

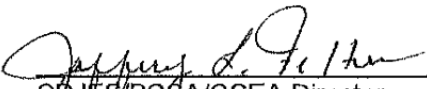
SIGNATURE PAGE

G-2223-11-6901

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

Belmont County DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES


CDJFS/PCSA/CSEA Director


5-18-2021

Date

Matthew Damschroder, Interim Director


Date

OHIO DEPARTMENT OF MEDICAID


County Commissioner


5-19-21

Date


County Commissioner

5/19/21

Date


County Commissioner

5/19/21

Date

Maureen Corcoran, Director

Date

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Discussion-Jeff Felton, Department of Job & Family Services Director, said the biennial subgrant agreement is a standard agreement that identifies how funds can be used. He explained they made major revisions to the PRC Plan and it addresses emergent needs of families. They want to strengthen families and to promote independence and for them to be self-sufficient. Mr. Felton said funding is valuable for families who can’t pay rent, need car repairs so they can go to work or if their water is turned off. He said, “Folks who apply for this benefit also have to exhaust their own resources and other community resources. We have the resources to probably meet the needs of whoever comes in to us.” He noted families would have to verify income when requesting assistance. Mr. Felton said a COVID PRC Plan is expected for COVID related assistance for help with rent or utilities.

Alex Pavloff, Eastern Ohio Regional liaison for Ohio Secretary of State Frank LaRose

Mr. Pavloff said the Board of Elections in Belmont County performed phenomenally in the 2020 General Election. The pandemic affected every level of government. Ohio had a record turnout of voters in the election, more people voted by absentee ballot than ever before. He said they allocated approximately \$152,000 from different funding sources to Belmont County to be used to improve security, coronavirus expenses and for extra staffing. Mr. Pavloff said they are looking to maintain the massive number of poll workers from last year. He added they are advocating for modernization of Ohio’s voter registration system in context with the BMV. Federal law requires BMV’s to ask people if they want to register to vote when they update their driver’s license. They found there are a few BMV’s where the forms are not processed in a timely manner. The new system would have the BMV data base talking to the voter registration data base and the process would be automated. They would also like to see the ability to have online absentee ballot requests.

9:30 Jeff Felton, Dept. of Job & Family Services Director, Mike Schlanz, Ohio Means Jobs-Belmont County and Melissa Mackey, Flood Coordinator
Re: Flood Grant update

Mr. Schlanz explained the OH30 and OH32 grants covered storms and flooding from 2018 and 2019. The crew could only do clean up work on sites impacted during those periods. He said they did work with ten townships and the two crews consisted of crew members and one crew leader for a total of ten workers. He noted the work was very labor intensive and they were able to clear sites in a timely and safe manner. The crew members were required to meet eligibility criteria as a dislocated worker and they could work a maximum of 2080 hours. The combined allocation of the grants was \$1,210,369.00 with \$709,491.00 going towards payroll. Ms. Mackey took over the role of Flood Coordinator in the fall of 2020. She said she would like to see a crew in place permanently because there is a lot of work that needs done, but there is no funding at this time.

OPEN PUBLIC FORUM-John Drewitt, Lashley Hill Road, Shadyside, Ohio, voiced concerns about his road being closed for over one year due to a slip. He asked the Commissioners to try to get some funding to repair the slip. Mr. Meyer said per Ohio Revised Code the roads are the responsibility of the County Engineer. He explained the Engineer’s budget has increased due to the Commissioners passing the license plate fee increase and to the state raising the gas tax. Mr. Meyer said the Board of Commissioners has done as much as they can to work with the County Engineer. He noted the revenue from the license plate fee increase was supposed to go towards slips. Mr. Dutton said they have been a good partner with the County Engineer. They have used general fund money toward matching money for grants and have signed off on a \$4 million borrow to be used for influx of capital to speed the FEMA projects along.

10:00 Bid Opening-Engineer’s Project 20-3 BEL-CR56-11.77 Slide Repair

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 20-3 BEL-CR56-11.77 SLIDE REPAIR

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 20-3 BEL-CR56-11.77 Slide Repair they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Dennison Bridge 500 Stillwater Ave. Dennison, OH 44621-1350	X	\$434,493.00
Ohio-West Virginia Excavating PO Box 128 Powhatan Point, OH 43942	X	\$398,362.00
Richard Goettle, Inc. 2100 Corporate Dr. Suite 250 Wexford, PA 15090	X	\$558,591.00
Shelly & Sands PO Box 66 Rayland, OH 43943	X	\$460,644.00

Engineers Estimate: \$534,465.00
Present: Belmont County Engineer Terry Lively, Sam Haverty, Shelly & Sands, Matt Nardi, Dennison Bridge and Paul Amicucci, Richard Goettle, Inc.
Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer’s **Project 20-3 BEL-CR56-11.77 Slide Repair** to County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

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

RECESS

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

Mr. Sproul said as of this morning the numbers from yesterday has not increased. He said Governor DeWine’s latest orders state if an individual is vaccinated, they do not have to wear a mask or social distance. The mask mandate is still in effect for healthcare settings and traveling on public transportation and businesses are able to do whatever they choose to. The Health Department will be having some vaccine clinics on Saturdays. Transportation can be provided for individuals who may need it. Mr. Dutton asked if the American Rescue Plan funds could be used for local health departments. Mr. Sproul said he does not have any details yet.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:01 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

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

May 19, 2021

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

**IN THE MATTER OF APPROVING MOVING JANE BOWERS FROM
PART-TIME RN TO INTERMITTENT RN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to move Jane Bowers from part-time Registered Nurse to Intermittent Registered Nurse at the Belmont County Jail, effective May 19, 2021.

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 NANCY STEWART, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Nancy Stewart, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective May 22, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:54 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:54 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of May, 2021.

_____ COUNTY COMMISSIONERS

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.

_____ PRESIDENT
_____ CLERK