

St. Clairsville, Ohio

June 23, 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 \$1,194,612.99

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0151-A002-F09.000 Other Expenses	E-0151-A002-F07.003 PERS	\$200.00
E-0170-A006-G02.002 Salaries	E-0170-A006-G05.011 Contract Services	\$8,000.00
E-0170-A006-G02.002 Salaries	E-0170-A006-G08.000 Travel Expenses	\$1,500.00

N45 ROADWAY IMPROVEMENTS

FROM	TO	AMOUNT
E-9045-N045-N50.055 FEMA Projects	E-9045-N045-N20.055 Project PID #108720	\$17,500.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S54.000 Food	E-8010-S030-S64.012 Equipment	\$8,362.00

W20 LAW LIBRARY

FROM	TO	AMOUNT
E-9720-W020-W07.010 Supplies	E-9720-W020-W05.005 Medicare	\$20.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 23, 2021, meeting:

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$992.77
E-0131-A006-A04.002	Salaries-Road	\$7,200.00

M60 CARE AND CUSTODY/JUVENILE COURT

E-0400-M060-M25.002	Salaries C-CAP	\$20,000.00
E-0400-M060-M26.003	PERS C-CAP	\$7,000.00
E-0400-M060-M27.005	Medicare C-CAP	\$300.00
E-0400-M060-M29.008	Insurances C-CAP	\$2,000.00
E-0400-M060-M80.002	Salaries Diversion	\$9,000.00
E-0400-M060-M81.003	PERS	\$291.86

N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N04.055	Contract Services-Construction	\$370,000.00
---------------------	--------------------------------	--------------

N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$2,604,114.17
---------------------	---------------------	----------------

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$30.00
E-8010-S030-S64.012	Equipment	\$1,577.90

S75 MHAS SUBSIDY GRANT/COMMON PLEAS

E-1518-S075-S03.002	Salary/Fringes	\$20,408.82
---------------------	----------------	-------------

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF APRIL, MAY AND JUNE 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for Waived Hospitalization for the months of April, May and June 2021.

FROM	TO	
E-0256-A014-A08.006 GENERAL	R-9891-Y091-Y03.500	8,666.65
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y03.500	24.48

E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	100.26
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	87.72
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	249.94
E-2233-F085-F01.002	MATERNAL CHILD HEALTH	R-9891-Y091-Y03.500	249.99
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y03.500	12.54
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y03.500	12.54
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y03.500	5.01
E-2219-N050-N05.000	WATER SYSTEMS	R-9891-Y091-Y03.500	7.52
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,249.99
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	966.73
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	116.60
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	750.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,166.66
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	666.66
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,250.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	833.33
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
	TOTAL		23,166.62

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. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$992.77** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 06-17-2021 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of May 2021 New Horizon Animal Hospital vet bills*)

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated June 23, 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 June 16, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT & REAPPOINTMENTS TO THE WORKFORCE DEVELOPMENT BOARD AREA 16

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following appointment and reappointments to the Workforce Development Board Area 16, for a two-year term effective July 1, 2021 through June 30, 2023.

<u>Appointment:</u>	<u>Representation:</u>
Jeff Vaughn, Vaughn Coast & Vaughn	Business
<u>Reappointments:</u>	<u>Representation:</u>
Alaire Mancz, Executive Director, CAC	Education & Training
Ed Good, Utility Workers Union of America, AFL-CIO	Labor Organization
Larry Merry, Director, Belmont County Port Authority	Economic Development
Dwayne Pielech, Oh. Valley Waste/Shadyside Cartage	Business
Melissa Rataiczak, Belmont College	Post-Secondary Education

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROMOTING KATHRYN SKATULA FROM PART-TIME KENNEL STAFF TO FULL-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Meyer to promote Kathryn Skatula from part-time Kennel Staff to full-time Kennel Staff at the Belmont County Animal Shelter, effective June 27, 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 AUTHORIZING COMMISSIONER J. P. DUTTON TO REPRESENT BELMONT COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR OHIO PUBLIC WORKS, ROUND 36 PROJECTS

RESOLUTION

Resolution authorizing Commissioner J. P. Dutton to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 36 Projects.

Motion made by Commissioner Echemann seconded by Commissioner Meyer to adopt the foregoing resolution this 23 day of July, 2021.

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 ROSSINI SUBDIVISION (5) LOTS AND (1) PRIVATE ROAD RICHLAND TOWNSHIP, SEC. 34, T-7, R-4

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date June 23, 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Rossini Subdivision, (5) Lots and (1) Private Road, Richland Township, Section 34, T-7, R-4 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
----***----

To: Matthew Berher, F.O., Richland Township Trustees, 124 West Main Street, St. Clairsville, OH 43950.

You are hereby notified that the 30th day of June, 2021, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Richland Township Trustees
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 MASTERMIND LLC FOR SPEED ZONE STUDY/ENGINEER'S

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with MasterMind LLC, in the not to exceed amount of \$2,800.00 to perform a "Speed Zone Study" on Fulton Hill (CR 14) and Farmington Road (CR 42), based upon the recommendation of Terry Lively, County Engineer.

Note: This project will be paid for with CEAO Safety Funds.

**BELMONT COUNTY
AGREEMENT NO. 1**

This Agreement No. 1 entered into this 23rd day of June 2021, by and between **Belmont County** acting by and through the **County Board of Commissioners**, hereinafter referred to as the **County** and **MasterMind, LLC**, hereinafter referred to as the Consultant, with an office located at **6530 Dublin Road, Delaware, Ohio 43015.**

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for the safety study in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in **Belmont County, Ohio**, identified as **SZ-CEAO Safety Studies FY2021.**

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to a project completion date of September 30, 2021.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:

- (a) Signed original transmittal letter and invoice (IPS) and two (2) copies of same.

(b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

Part 1: CEAO CSTP Safety Study:

Unit of work compensation as authorized for each specific assignment. The total of the maximum prime compensations for all assignments authorized shall not exceed **Two Thousand Eight Hundred Dollars (\$2,800.00)**. All costs shall be included in the maximum prime compensation.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

Project Type	Code	Unit	\$/Unit
First Priority Projects			
No Passing Zone Study	NPZ	Per mile	\$**.00
Sign Inventory (Urban)	SI/U	Per mile (control points and inventory)	\$**.00
Sign Inventory (Rural)	SI/R	Per mile (control points, inventory, basic compliance and reflectivity)	\$**.00
Sign Compliance	SC	Per mile	\$**.00
Guardrail Location Inventory & Inspection	GLI/GI	Per mile	\$**.00
Pavement Marking Inventory	PMI	Per mile	\$**.00
Ball Bank (Curve Safe Speed)	BB	Per mile	\$**.00
Roadside Hazard Inventory	RHI	Per mile	\$**.00
Input new and/or Existing Studies into County GIS System	GIS	Per County	\$**.00
Secondary Priority Projects			
Speed Zone Study	SZ	Per location	\$1400.00
Traffic Signal Warrants	TSW	Per signal per location	\$**.00
Traffic Study	TS	Per intersection	\$**.00
Other			
Software			\$**.00

CLAUSE IV - INCORPORATION BY REFERENCE

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

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition."
- (b) The attached Scope of Services
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V – OWNERSHIP AND COPYRIGHT OF DELIVERABLES

Provision I - Deliverables Ownership:

- A. Except as otherwise provided herein, the Consultant shall deliver, assign, transfer, and convey to the County rights, title, and interest to all survey data, survey reports, specifications, estimates, maps, charts, schedules, and documentation prepared or developed or created or discovered as a Deliverable for the benefit of the County under or in connection with a Consultant Agreement (the "Deliverables"). The Deliverables provided by the Consultant shall become the property of the County. The County, and any person, agency, or instrumentality providing financial assistance for the Services performed under the Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The County assumes all responsibility for any modifications they make to the Deliverables.
- B. In the event of any claim or suit against the County arising from any alleged patent or copyright infringement arising out of the performance of the services under this Agreement, or out of the use of any supplies furnished or work or Services performed under said Agreement, the Consultant shall furnish to the County upon request, all evidence and information in possession of the Consultant pertaining to such suit or claim. The Consultant agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or Services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services).
- C. The Consultant acknowledges and agrees that, subject to certain statutory exceptions, most documents and records maintained by, and for, the County are public records and are subject to disclosure under the Ohio Public Records Act. All documented evidence of the Services prepared by or for the Consultant under any Agreement with the County shall be produced at the County's request.

Provision II - Grant of License for Software:

- A. The Contractor's software ("Software") modules are commercial software and are provided with "restricted rights"

and are protected under copyright laws in the United States and by international copyright treaty provisions. The County must treat the software products as any other copyrighted material with the exception that they may be installed on County computers.

- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Contractor (collectively "Software"), is furnished to the County under a personal, non-exclusive, nontransferable limited license solely for the County's own internal use on County computer systems.
- C. County agrees that this license does not permit sublicensing of the Software.
- D. County shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than back-up copies), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third-party access to or use of) the Software to any third party.

The County may create archival (back-up) copies of the software for use only within the County.

Provision III – Software and Mobile "Video" Mapping data Title:

- A. Software Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Contractor as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and County agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Mobile "Video" Mapping data The Contractor retains copyright ownership and title of the mobile mapping imagery/photography, and hereby grants the County "Unlimited," but non-exclusive rights to use and/or reproduce the mobile mapping imagery/photography.

CLAUSE VI – EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services 2010 Edition" and further agrees:

- a. **Compliance with Regulations:** The Consultant will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph (f), including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. **Solicitations of Subconsultants, including procurement of materials and equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- d. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.

Non-Discrimination Authorities: During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- 3. discrimination on the basis of sex)
- 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- 5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- 6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- 8. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189),

as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

9. The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

11. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

12. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)

13. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

- (g). Incorporation of Provisions: The Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSE VII – OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

CLAUSE VIII - GENERAL PROVISIONS

It is fully understood and agreed that the Consultant, their employees, agent(s), and subconsultant(s) are independent contractors and not agents, servants, or employees of the State of Ohio or the Ohio Department of Transportation. The Consultant declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

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

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

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

MasterMind, LLC
Nicholas Hickman /s/
 Mr. Nicholas Hickman
 President
Belmont County
Terry Lively /s/
 Mr. Terry Lively P.E., P.S.
 Belmont County Engineer

APPROVED AS TO FORM:
 By: *David K. Liberati /s/*
 Title: *Assist. P. A.*

Belmont County
BOARD OF COUNTY COMMISSIONERS
Jerry Echemann /s/
 Commissioner
Josh Meyer /s/
 Commissioner
J. P. Dutton /s/
 Commissioner

APPROVED AS TO FORM:
 By: *David K. Liberati /s/*
 Title: *Assist. P. A.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING FINAL RESOLUTION FOR THE ODOT PROJECT
BEL-CR-16-2.18/2.46 PID 108714 LANDSLIDE REPAIR PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 16-2.18/2.46 PID 108714, Landslide Repair Project; Estimated LPA share is \$90,420.00 to be paid from the Engineer’s MVGT fund.

Note: This project consists of a drilled shaft retaining wall replacement along Nixon Run Road (CR 16) located at SLM 2.18 and a landslide repair by drilled shaft retaining wall along Nixon Run Road (CR 16) located at SLM 2.46, including pavement repair and pavement markings, lying within Belmont County. This project is 80% federally funded, 20% funded by county.

FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of **Belmont**, Ohio, hereinafter referred to as the

Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **9th day of January, 2019**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of a drilled shaft retaining wall replacement along Nixon Run Road (C.R. 16) located at SLM 2.18 and a landslide repair by drilled shaft retaining wall along Nixon Run Road (C.R. 16) located at SLM 2.46, including pavement repair and pavement markings, lying within Belmont County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Ninety Thousand Four Hundred Twenty and - - - 00/100 Dollars, (\$90,420.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Ninety Thousand Four Hundred Twenty and - - - 00/100 Dollars, (\$90,420.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **County Engineer** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 23rd day of June, 2021, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 104, at Page N/A, and under date of June 23, 2021.

Legislative Authority of the Board of County Commissioners County of
Belmont, Ohio

Terry Lively /s/

County Engineer

CONTRACT

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of a drilled shaft retaining wall replacement along Nixon Run Road (C.R. 16) located at SLM 2.18 and a landslide repair by drilled shaft retaining wall along Nixon Run Road (C.R. 16) located at SLM 2.46, including pavement repair and pavement markings, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Ninety Thousand Four Hundred Twenty and - - - 00/100 Dollars, (\$90,420.00)**.
5. The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the

Federal Highway Administration, U.S. Department of Transportation.

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI:RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII:ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII:DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX:NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners	Ohio Department of Transportation
County of Belmont	Office of Contract Sales & Estimating
101 West Main Street	1980 West Broad Street, 1st Floor
St. Clairsville, Ohio	Columbus, Ohio 43223

43950

SECTION X:FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
2. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI:GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

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

Facsimile Signatures: Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

**OHIO DEPARTMENT OF
TRANSPORTATION**

Director of Transportation

LOCAL PUBLIC AGENCY

Board of County Commissioners

County of Belmont

Terry Lively /s/

County Engineer

Jerry Echemann /s/

County Commissioner

Josh Meyer /s/

County Commissioner

J. P. Dutton /s/

County Commissioner

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA
EXCAVATING COMPANY FOR ENGINEER'S PROJECT 21-4 BEL-CR92-5.01 SLI**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Ohio-West Virginia Excavating Company in the amount of \$334,189.00 for the Belmont County Engineer's Project 21-4 BEL-CR92-5.01 SLIDE REPAIR (Ballard-Hunter Road), based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This project is 75% federally funded and 25% state funded.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS

BELMONT COUNTY ENGINEER'S

PROJECT #21-4: BEL-CR92-5.01 (PW#168) SLIDE REPAIR

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 23rd day of June, 2021 between OHIO - WEST VIRGINIA EXCAVATING CO., P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said OHIO - WEST VIRGINIA EXCAVATING CO. hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the roadway slide and pavement damage areas along CR92 (Ballard - Hunter Road) and all related Work described by the Contract Documents.

All Work for BEL-CR92-5.01 (PW#168) shall be completed by OCTOBER 30, 2021.

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

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

PROJECT #21-4: BEL-CR92-5.01 (PW#168) SLIDE REPAIR

PROJECT #21-4 TOTAL = \$334,189.00

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 OHIO - WEST VIRGINIA EXCAVATING CO. shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Josh Meyer /s/

J. P. Dutton /s/

OHIO - WEST VIRGINIA EXCAVATING CO.

By: Brian Hendershot /s/

Brian Hendershot, President

Print/Type Signature

BEL-CR92-5.01 (PW#168) BALLARD - HUNTER ROAD SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$3,000.00	\$3,000.00
100 FT	GUARDRAIL REMOVED	\$8.00	\$800.00
145 CY	EXCAVATION	\$23.00	\$3,335.00
62 CY	EMBANKMENT	\$25.00	\$1,550.00
455 SY	SUBGRADE COMPACTION	\$4.00	\$1,820.00

1 HOUR	PROOF ROLLING	\$125.00	\$125.00
275 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$33.00	\$9,075.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
20 FT	12" CONDUIT, TYPE A, 707.33	\$75.00	\$1,500.00
262 FT	FULL DEPTH PAVEMENT SAWING	\$5.00	\$1,310.00
32 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$205.00	\$6,560.00
140 CY	AGGREGATE BASE	\$95.00	\$13,300.00
42 GAL	TACK COAT (407)	\$6.00	\$252.00
21 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$230.00	\$4,830.00
LUMP SUM	REMOVAL MISC.: PIPE PILING REMOVAL	\$6,000.00	\$6,000.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$17,000.00	\$17,000.00
1,760 FT	STEEL PILES, MISC.: W16X67, FURNISHED	\$51.00	\$89,760.00
31 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$425.00	\$13,175.00
LUMP SUM	CONCRETE, MISC.: CAST-IN-PLACE CONCRETE LAGGING	\$3,000.00	\$3,000.00
176 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$177.00	\$31,152.00
177 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$125.00	\$22,125.00
1,360 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$57.00	\$77,520.00
300 FT	DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAMETER, UNREINFORCED	\$65.00	\$19,500.00
LUMP SUM	MAINTAINING TRAFFIC	\$3,500.00	\$3,500.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$1,000.00	\$1,000.00
LUMP SUM	MOBILIZATION	\$2,000.00	\$2,000.00
	BEL-CR92-5.01 (PW#168) TOTAL		\$334,189.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY COMMISSIONERS, FAMILY AND CHILDREN FIRST COUNCIL AND PATRICIA GREEN-WALLACE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between the Belmont County Commissioners, The Family and Children First Council and Patricia Green-Wallace for services as the Belmont County Family and Children First Council Coordinator in a not to exceed amount of \$11,700.00, effective July 1, 2021 through June 30, 2022.

Note: This contract is funded through an administration grant from the Dept. of Mental Health & Addiction Services.

**PURCHASE OF SERVICE CONTRACT BETWEEN
THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
AND**

**PATRICIA GREEN-WALLACE FOR SERVICES AS THE
BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL COORDINATOR**

This agreement is made and entered into on June 23, 2021 by and between the Belmont County Family and Children First Council, hereinafter referred to as "**Council**", its Administrative Agent, being the Belmont County Department of Job and Family Services, hereinafter referred to as "**Administrative Agent**", and Patricia G. Green-Wallace, Coordinator of the Belmont County Family and Children First Council, hereinafter referred to as "**Provider**".

Article I Effective Dates

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

Article II Amount of Contract/Payments

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$11,700.00.
- B. The **Provider** certifies that all costs are allowable and appropriate, and services submitted for payment were actually provided. The **Provider** will establish and maintain all fiscal records as needed and required to justify expenditures, including, but not limited to, time sheets, travel logs and receipts for all claimed expenses.
- C. The **Provider** agrees to submit an invoice to the **Administrative Agent** so that funds may be drawn and payment made for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Administrative Agent** during the contract period.
- D. The **Provider** agrees to charge the **Council** at a rate of \$15.00 per hour for time charged for work performed as the Belmont County Family and Children First Coordinator.
- E. The **Provider** assumes all liability for any federal, state, and/or local income taxes and/or fees incurred while performing duties as the Belmont County Family and Children First Coordinator.
- F. The **Administrative Agent** will review invoices for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of an invoice. The reported expenditures submitted are subject to adjustment

by the **Administrative Agent** before such payment is authorized to adjust for mathematical errors, incorrect rates, and/or unallowable costs. Such invoices are subject to audit by appropriate federal, state, and/or local officials.

- G. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

Article III General Regulation

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this agreement or with funds provided by this contract are the property of the **Council** and **Administrative Agent**, which has unrestricted rights to reproduce, distribute, modify, maintain, and use. All materials and items produced under this contract will be made freely available to the general public unless the **Administrative Agent** determines that, pursuant to federal and state laws, the materials are confidential.
- B. The **Provider** will comply with all applicable federal and state regulations, rules, statutes, and guidelines regarding the expenditure of funds, and program requirements, including, but not limited to: OMB Circular A-87, CMIA Regulations, Health and Human Services grant guidelines, and Ohio Department of Job and Family Services rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program, including planning and participating in site visits.
- C. The **Provider** will schedule meetings of the **Council** at least bi-monthly in odd number months in coordination with the membership of the **Council**, or as deemed necessary by the **Council**.
- D. The **Provider** will be responsible for taking minutes of **Council** meetings and providing copies of such prior to subsequent meetings. The **Provider** will submit bi-monthly reports on program issues and concerns, successes and expenditures to the **Council** and **Administrative Agent**.
- E. The **Administrative Agent** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Administrative Agent**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Administrative Agent** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Administrative Agent**, to be identified by the **Administrative Agent**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Administrative Agent** as necessary to ensure understanding and the success of completion of the contract activities.

Article IV Termination and Amendment

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

Article V Limitation of Liability

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

Article VI Special Conditions and Miscellaneous Provisions

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

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Administrative Agent** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used

to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Administrative Agent** for an alternative provider.

- C. **Provider Status:** The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker’s compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Administrative Agent** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. **Assignment of Interests:** The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Administrative Agent**, in consultation with the Belmont County Family and Children First Council.
- E. **Drug-Free Workplace:** The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. **Records and Reports:** The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Administrative Agent**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. **Child Support Enforcement:** The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. **Audit and Records Retention:** All records related to costs, work performed and supporting documentation for invoices submitted to the **Administrative Agent** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Administrative Agent**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

Article VII Construction

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

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

<u>Jeffery Felton /s/</u>	<u>6/22/2021</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>Christine Parker /s/</u>	<u>6-22-21</u>
Christine Parker, Chairperson	Date
Belmont County Family and Children First Council	
<u>Patricia G. Green-Wallace /s/</u>	<u>6-16-2021</u>
Patricia G. Green-Wallace, Coordinator	Date
Belmont County Family and Children First Council	
<u>J. P. Dutton /s/</u>	<u>6/23/21</u>
J. P. Dutton, Commissioner	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>6/23/21</u>
Jerry Echemann, Commissioner	Date
Belmont County Board of Commissioner	
<u>Josh Meyer /s/</u>	<u>6/23/21</u>
Josh Meyer, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>6-22-21</u>
Belmont County Prosecutor	Date
Assist. P. A.	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for Adult Mentoring for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$84,444.00, effective July 1, 2021 to June 30, 2022 for Program Year 2021.

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

Whereas, this contract, entered into on the 23rd day of **June 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the East Central Ohio Educational Service Center (hereinafter “Contractor”), is for the purchase of the

performance of the following services: Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2021 (July 1, 2021-June 30, 2022). This service is one (1) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

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

Contractor: The East Central Ohio Educational Service Center
834 East High Avenue
New Philadelphia OH 44663
(330)308-9939

III CONTRACT PERIOD

This contract and its terms for Program Year 2021 (PY21) will become effective on July 1, 2021. The termination date of this contract is June 30, 2022. This is the final contract of the four-year RFP that was issued and began with PY18 on July 1, 2018.

IV DEFINITIONS

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

Allowable Costs

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

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a (2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a (2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
3. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
4. The Contractor may refer potential participants to the Purchaser for eligibility determination.
5. The Contractor shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to CCMEP Youth activities.
6. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
7. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article

IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

Performance Standards

1. Seventy percent (70%) of the total combined in-school and out-of-school youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in Adult Mentoring.
2. Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.
3. 53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.
4. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

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

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$84,444.00. This is further restricted as follows:

\$25,333.00 must be spent on CCMEP WIOA eligible participants/STEM Initiative

\$59,111.00 must be spent on CCMEP TANF eligible participants

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

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to

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

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

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Direct Salary of One (1) Career Navigator	\$59,051.20
Career Navigator Direct Fringe Benefits	\$11,862.76
Operating Expenses	\$10,000.00
Indirect Costs	\$3,530.04
TOTAL COST:	\$84,444.00
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$84,444.00

Detailed List of Operating Expenses:

Detailed List of Operating Expenses:

1. Mileage: \$4,500.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$2,500.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$1,000.00 includes copies and handouts
4. Professional Development: \$2,000 Contractor staff trainings are to be determined. The contractor must submit proposed training sessions to the Purchaser for review and approval prior to registering for any training sessions.

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a county employee has with the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

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

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to the Purchaser's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)695-1075	<u>6/22/2021</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Belmont County Commissioner	<u>6/23/21</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Belmont County Commissioner	<u>6-23-21</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Belmont County Commissioner	<u>6/23/21</u> Date
<u>Randy Lucas /s/</u> Randy Lucas, Superintendent East Central Ohio Educational Service Center 834 East High Avenue New Philadelphia OH 44663	<u>6/18/2021</u> Date
Approved as to form: <u>David K. Liberati /s/</u> Belmont County Prosecutor Assist. P. A.	<u>6-22-21</u> Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RENEWAL OF VENDOR AGREEMENTS,
ON BEHALF OF BCDJFS, FOR TITLE XIX (19)**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a renewal of a Vendor Agreement, on behalf of the Belmont County Department of Job and Family Services, for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2021 through June 30, 2022 as follows:

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

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 23rd day of June 2021 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Service Center LLC, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2021 through June 30, 2022 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

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

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

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

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

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

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

funds for the same service.
I hereby understand and agree to the terms of this agreement.
This agreement signed on the 23rd day of June 2021.

Jeffery Felton /s/
Jeffery Felton, Director
BCDJFS

Signature: Denise L. Jones /s/
Printed Name: Denise L. Jones

Date: 6/22/2021
Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Date: 6-14-2021

Signature Jerry Echemann /s/
Signature Josh Meyer /s/
Signature J. P. Dutton /s/

Date 6-23-21
Date 6/23/21
Date 6/23/21

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

Date 6-22-21

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 23rd day of June 2021 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Hilltop Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2021 through June 30, 2022 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
The maximum amount billable under this agreement is \$10,000.00.
The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
This agreement signed on the 23rd day of June 2021.

Jeffery Felton /s/
Jeffery Felton, Director
BCDJFS

Signature: Bryan Smith /s/
Printed Name: Bryan Smith

Date: 6/22/2021
Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Date: 6-16-2021

Signature Jerry Echemann /s/
Signature Josh Meyer /s/
Signature J. P. Dutton /s/

Date 6-23-21
Date 6/23/21
Date 6/23/21

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

Date 6-22-21

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE FILING OF THE FY 2021 BELMONT COUNTY COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM APPLICATION TO THE STATE OF OHIO, OFFICE OF COMMUNITY DEVELOPMENT

WHEREAS, the Belmont County Commissioners have determined a need to upgrade the housing stock of the county and provide grant funds to low and moderate income households for this purpose and;

WHEREAS, the Ohio Office of Community Development has made available on a competitive basis funds for this purpose;

BE IT RESOLVED; that Commission President Jerry Echemann be authorized to apply for \$700,000 from the Ohio Office of Community Development to undertake Private Rehabilitation, Home Repair and Home Repair-Septic activities in the County as well as the City of Martins Ferry with the 2021 Community Housing Impact and Preservation Program.

Motion made by Commissioner Echemann, seconded by Commissioner Meyer to adopt the foregoing Resolution and 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 ENTERING INTO AGREEMENT BETWEEN COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO AND BORDER PATROL, LLC/FOX SHANNON WASTEWATER PLANT

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement between the County Commissioners of Belmont County, Ohio (County) and Border Patrol, LLC, (Contractor) granting permission to Contractor to utilize the parking lot of the former Habilitation Center located at 68401 Hammond Rd. St. Clairsville, Ohio for the purpose of construction (walking, moving of equipment, storage of trailer and materials) for the Fox Shannon Wastewater Plant project.

AGREEMENT

This AGREEMENT entered into this 23rd day of June, 2021 between the County Commissioners of Belmont County, Ohio (County) and Border Patrol, LLC (Contractor),

WITNESSETH:

Whereas, County and Contractor have entered into a contract whereby Contractor is performing work on the Fox Shannon Wastewater Treatment Plant project for the county's sewer system; and

Whereas, Contractor has requested the use of a parking lot owned by County for the purpose of construction (walking, moving of equipment, storage of trailer and materials) and County believes it would be in its best interest to allow said use;

Now, Therefore, in consideration of the mutual covenants and conditions set forth herein, County and Contractor agree as follows:

1. Contractor is granted permission to utilize the parking lot of the former Habilitation Center located at 68401 Hammond Rd. St. Clairsville, Ohio to temporarily use for the purpose of construction (walking, moving of equipment, storage of trailer and materials) for the Fox Shannon Wastewater Plant project, and no other project, and for parking for its equipment and employees, and no others.
2. Before utilizing the property for the purposes set forth above, contractor shall provide County with proof of insurance in such amounts and with such companies satisfactory to County.
3. Contractor agrees to indemnify and defend and save County harmless against any claims, damages, losses, or injuries to person or property resulting from Contractor's use of the premises during the term of this agreement. Such indemnification and defense shall extend to County, its elected officials, employees, and agents.
4. Contractor shall, at its sole cost and expense, restore the premises to the same condition it was in prior to Contractor taking possession pursuant to this agreement.
5. This Agreement shall commence on the date this agreement is signed, and shall extend through and including the last day of work by Contractor on the Fox Shannon Wastewater Treatment Plant project in the area of the Habilitation Center, but in any event no later than May 31 ,2022. Either party may terminate the agreement on seven days' notice in writing to the other party.

Executed this 23rd day of June, 2021.

BORDER PATROL, LLC

Jeremy Yeager /s/

6/16/2021

Date

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

6-23-21

Commissioner Jerry Echemann

Date

Josh Meyer /s/

6/23/21

Commissioner Josh Meyer

Date

J. P. Dutton /s/

6/23/21

Commissioner J. P. Dutton

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 12 (THROUGH 5/24/2021) FROM CALAIANNI CONSTRUCTION, INC./DIVISIONAL COURT RENOVATION PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Pay Request Number 12 (through 5/24/2021) from Colaianni Construction, Inc., in the amount of \$261,894.96 for the Belmont County Divisional Court Renovation project.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:43 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 dismissal, employment and compensation 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 11:28 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:28 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING KYLE JONES DISPATCHER AT BELMONT COUNTY 911 TO START PAID PARENTAL LEAVE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Paid Parental Leave for Kyle Jones, Dispatcher at Belmont County 911, effective June 17, 2021 and ending on July 25, 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 ROBERT GRIFFITH AS PART-TIME DELIVERY WORKER (DRIVER)/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Robert Griffith as part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective June 16, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TERMINATION OF LESLEY BENDEKOVICH, FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the termination of Lesley Bendekovich, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective June 24, 2021, based upon her supervisor's recommendation and to direct her supervisor to notify Ms. Bendekovich of the same.

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 11:37 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:37 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of June, 2021.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

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

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK