

St. Clairsville, Ohio

August 4, 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 \$13,305,273.62

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR JULY & AUGUST 2021

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

Hospitalization Chargebacks for the months of July & August 2021

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	13,234.16
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	26,286.65
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	36,486.07
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,569.86
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,520.92
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	3,520.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,760.46
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	5,281.38
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/ MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,520.92
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	3,520.92
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	7,041.84
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	0.00
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,898.46
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	166,692.49
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	193,465.32
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,666.02
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,335.70
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	8,377.54
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	62,649.88
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	22,461.22
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	7,569.98
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	105,805.66
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	14,440.82

E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,520.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,520.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,520.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	33,510.16
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,335.70
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	72,221.80
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,713.04
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	10,556.29
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	3,080.80
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	123.24
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	4,559.60
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	3,693.34
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	3,116.02
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	3,136.13
E-2229-F081-F01.001	Public Health EM Readiness	R-9891-Y091-Y01.500	10,950.06
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	795.28
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	88.02
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	1,267.54
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	7,992.48
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	158.44
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	158.44
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,335.70
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	7,041.84
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	7,041.84
TOTALS			934,545.71

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/AUGUST 2021

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

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	64.52
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52

E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
		TOTALS	322.60

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 August 4, 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 July 28, 2021.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement-

The Board will hold a Town Hall meeting on Tuesday, August 10, at 6:00 p.m. at the Veterans Memorial Recreation Center, 401 South 4th Street, Martins Ferry, OH, 43935. Public input is welcome and citizens are encouraged to attend.

**IN THE MATTER OF ADVERTISING FOR BIDS FOR TWO (2) FOUR-WHEEL DRIVE, HOTSHOT
VEHICLES WITH MEAL DELIVERY PACKAGE/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise for bids for two (2) four-wheel drive, hotshot vehicles with meal delivery package, for the Senior Services of Belmont County, based upon the recommendation of Dwayne Pielech, SSOBC Executive Director, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS

**BELMONT COUNTY COMMISSIONERS’ OFFICE
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners’ Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 10:00 A.M. (Local Time) Wednesday, August 25, 2021, for furnishing bids for the following items for the Belmont County Senior Services then at said office publicly opened and read aloud.

Two (2) four-wheel drive, hotshot vehicles with meal delivery package

Copies of specifications and bid forms may be obtained at the Commissioners’ office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday. If any questions call Senior Services Executive Director Dwayne Pielech at 740-695-4142.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
of Belmont County, Ohio
Bonnie Zuzak /s/
Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2) Mondays, August 9 & August 16, 2021

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE
SALE OF 2015 SUNSET TRAIL CAMPER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the sale of the 2015 Sunset Trail Camper to high bidder David Jones, Flushing, Ohio, in the amount of \$14,025.00, based upon the recommendation of Jeff Felton, Belmont County Job and Family Services Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID AND ENTERING INTO CONTRACT FOR ENGINEER’S
PROJECT 21-8 BEL-CR34-2.10/2.35 (HOSPITAL ROAD) SLIDE REPAIR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid and enter into contract for the Belmont County Engineer’s Project 21-8 BEL-CR.34-2.10/2.35 (Hospital Road) Slide Repair with Ohio-West Virginia Excavating Company, in the amount of \$403,246.00, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 75% Federal, 12.5% State and 12.5% Senate Bill 299

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER’S
PROJECT #21-8: BEL-CR34-2.10/2.35 (PW#141) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 14th day of August, 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 two roadway slides and pavement damage areas along CR34 (Hospital Road) and all related Work

described by the Contract Documents.

All Work for BEL-CR34-2.10/2.35 (PW#141) SLIDE REPAIR shall be completed by OCTOBER 31, 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 #21-8: BEL-CR34-2.10/2.35 (PW#141) SLIDE REPAIR

PROJECT #21-8 TOTAL = \$403,246.00

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT
FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP)
WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION/
ADULT PROBATION OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the *Subsidy Grant Agreement for Targeted Community Alternatives to Prison (T-CAP)* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2022 and 2023 in an amount up to \$610,332.00.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR - Targeted
Community Alternatives to Prison

THIS SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (hereinafter referred to as “Agreement”), pursuant to authority in Sections 2929.34 and 5149.38 of the Ohio Revised Code (hereinafter referred to as RC), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as “Grantor”), located at 4545 Fisher Road Suite D, Columbus, Ohio and Belmont County (hereinafter referred to as “Grantee”), located at 103 North Market Street., St. Clairsville, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the “Parties” and separately known as the “Party”.

WHEREAS, the Grantee has submitted a grant application to the Grantor; and

WHEREAS, the Grantor is authorized, pursuant to RC 2929.34 and 5149.38 to determine and award grant funds to assist local governments under the Targeting Community Alternatives to Prison (hereinafter referred to as T-CAP) program, that is designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

WHEREAS, the purpose of this grant is to provide funds to Ohio counties to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio’s prison population. The grantor reserves the right to amend the T-CAP grant program should a sufficient reduction in the prison population not be realized.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

- 1. **Target Population:** The Parties agree that during the term of this agreement no individual sentenced to a fourth or fifth degree felony shall serve a prison term in an institution under the control of the department of rehabilitation and correction (hereinafter referred to as “DRC”) unless the individual meets the disqualifying criteria set forth below. As outlined in 2929.34 (B)(3)(c), fifth degree felony offenders are prohibited from serving a prison sentence in an Ohio prison on or after July 1, 2018, and fourth degree felony offenders are prohibited from serving a prison sentence in an Ohio prison on or after September 1, 2022. This does not apply to any person to whom any of the following disqualifying criteria apply:
 - A. The felony of the fourth or fifth degree is an offense of violence, as defined in section 2901.01 of the Revised Code, a sex offense under Chapter 2907 of the Revised Code, a violation of section 2925.03 of the Revised Code, or any offense for which a mandatory prison term is required.
 - B. The person previously has been convicted of or pleaded guilty to any offense of violence, as defined in section 2901.01 of the Revised Code.
 - C. The person previously has been convicted of or pleaded guilty to any felony sex offense under Chapter 2907 of the Revised Code.

- D. The person's sentence is required to be served concurrently to any other sentence imposed upon the person for a felony that is required to be served in an institution under the control of the DRC.
2. **Funds:** The Grantor awards to the Grantee a total amount up to **Six Hundred Ten Thousand Three Hundred and Thirty Two dollars (\$610,332.00)** (hereinafter referred to as “Funds”), to be paid in **eight** installments. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The payments will be made in the following manner:
- Four payments totaling up to \$ 305,166.00 during Fiscal Year 2022
 - Four payments totaling up to \$ 305,166.00 during Fiscal Year 2023

The program's tax identification number is 34-6000236. Grantee’s total expenditures shall not exceed the Funds.

3. **Term:** This Agreement is effective as of the signature date of this document. The Grantor’s financial obligation to the Grantee will end on June 30, 2023. Due to the Grantee’s ability to use the funds and its requirements to continue to report on the spending of the funds, the grant term will end on June 30, 2024. Nothing in this agreement shall bind the state to any additional expenditures. Prior to the expiration of the initial term or any renewed term, and subject to an award of grant funds following Grantee’s next grant cycle application made in response to Grantor’s Community Correction Act Grant, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
4. **Appropriation:** Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly’s appropriation of the Community Non-Residential Felony Programs subsidy (407). If, at any time, the Grantor determines that state funds are insufficient to sustain existing or anticipated award levels, the Grantor may reduce, suspend, or terminate any allocation of funds provided by Grantor to Grantee as the Grantor determines appropriate. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
5. **Program Services:** As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee’s Memorandum of Understanding (MOU), which constitutes part of this agreement. The MOU was created by Grantee in response to Grantor’s Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.
6. **Termination:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, June 30, 2023. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by

a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor’s Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

- 7. **Staffing:** None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Ohio Department of Rehabilitation and Correction.

- 8. **Dispute Resolution:** The Grantor’s Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor’s Managing Director of Courts and Community for dispute resolution.

- 9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor’s “Targeted Community Alternatives to Prison Grant Financial Guidelines.” These guidelines are attached hereto as Exhibit “A” and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

- 10. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:
 - A. **Expenditures:**
 - 1. **Quarterly Expenditure Report:** The quarterly expenditure report, attached hereto as Exhibit “B” and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each quarter per the T-CAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.

 - 2. **Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit “B” and incorporated by reference herein, is due by August 15, 2024. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by August 15, 2024.

 - B. **Additional Information:** Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. Compliance: All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee’s failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if any of the following circumstances apply:

- A. There is a financial or fiscal audit disclosure involving misuse of Funds.
- B. There is not a sufficient reduction in the prison population.

12. Ohio Ethics and Conflict of Interests: Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio’s ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.

Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee’s duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.

Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee’s functions and responsibilities under this Agreement.

13. Finding for Recovery: The Grantee warrants that it is not subject to an “unresolved” finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.

14. Workers’ Compensation: Grantee shall provide their own workers’ compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.

15. Equal Employment Opportunity: Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.

16. Certification of Funds: It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.

17. Compliance with Laws: Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.

- 18. Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- 19. Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in divisions (I) or (J) of RC 3517.13 are in full compliance with those divisions.
- 20. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 21. Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
- 22. Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 23. Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- 24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 27. Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

<u>Jerry Echemann</u>	<u>8.4.21</u>
County Commissioner	Date
<u>[Signature]</u>	<u>8/4/21</u>
County Commissioner	Date
<u>OP2A</u>	<u>8/4/21</u>
County Commissioner	Date

FOR THE GRANTEE:

_____	_____
County Executive	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MODIFICATION #2 TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND JEFFERSON COUNTY CAC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign modification #2 to the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., signed on August 26, 2020, to include \$28,800 of WIOA Dislocated Worker Admin, CFDA 17.278 and change the BRN CFDA to 17.278 for the COVID-19 WDA16 Business Team Program Plan for the period of July 1, 2021 to December 31, 2021.
Note: This contract is to assist local employers with filling their job vacancies and matching job seekers with employers in Belmont, Carroll, Harrison and Jefferson counties.

**Modification #2 to the
Purchase of the WIOA Performance of Services Contract
Business Resource Network Operation
Period for Revision: July 1, 2021 to December 31, 2021**

Purchaser:

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

Contractor:

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

This modification is to include \$28,800 of WIOA Dislocated Worker Admin CFDA 17.278 and change the BRN CFDA to 17.278

All other original terms and conditions of this contract remain in effect.

SIGNATURES

<u>Jeffery L. Felton /s/</u>	<u>8/3/2021</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>8/4/21</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>8-4-21</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>8/4/21</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Michael K. McGlumphy /s/</u>	<u>7/23/21</u>
Michael K. McGlumphy, CEO	Date
Jefferson County Community Action Council, Inc	
<u>Tammy Sanderson /s/</u>	<u>7/28/21</u>
WIA-16 Workforce Development Board Chair	Date
<u>Josh Meyer /s/</u>	<u>8/4/21</u>
WIA-16 Council of Government Chair	Date
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>8/4/21</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE PARTICIPATION AGREEMENT
BETWEEN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE
CORPORATION AND WEST PUBLISHING/DEPT. OF JOB AND FAMILY SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Participation Agreement between the County Commissioners Association of Ohio Service Corporation and West Publishing Corporation, on behalf of the Belmont County Department of Job and Family Services, in the amount of \$949.48, for a two-year term, effective June 1, 2021 through May 31, 2023.

Note: This contract provides for location services for Non-Custodial Parents through public records search performed by West Publishing Corporation.

**PARTICIPATION AGREEMENT REGARDING THE
USAGE OF THE AGREEMENT BETWEEN THE COUNTY COMMISSIONERS
ASSOCIATION OF OHIO SERVICE CORPORATION AND WEST PUBLISHING
CORPORATION, EXECUTED MAY, 2021**

This Participation Agreement, regarding the location services for Non-Custodial Parents through public records data to be performed by West Publishing Corporation through the Consolidated Lead Evaluation and Reporting database (CLEAR), is entered into for usage of the program as of June 1, 2021 through May 31, 2023, by and between the County Commissioners Association of Ohio Service Corporation (“CCAOSC”), an Ohio for profit corporation and the Board of County Commissioners, Belmont County CSEA, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”) and the Ohio CSEA Directors’ Association (“OCDA” or “Manager”).

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced location services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in relation to the administration of said agreements;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48(C) exempts certain purchases by a political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, a contract was executed by representatives of West Publishing Corporation and by representatives of CCAOSC in May, 2021 after a Request for Proposal was issued, the proposal was reviewed, it was determined that West Publishing Corporation offered the best access to location data and prison data through CLEAR, and

WHEREAS, CCAOSC, OCDA and Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide key investigative content at a competitive statewide price.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Manager – The OHIO CSEA Directors’ Association (hereinafter referred to as OCDA or Manager) will be responsible for all activities associated with the administration of the Agreement, including invoicing and reporting, adding or changing users, and coordination of training for counties.

Participant(s) – An Ohio county which is a member of both the County Commissioners Association of Ohio (CCAO) and OCDA, as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children’s Services Agency which is taking part in the Program or any other program that is a county-based program in need of location services to fulfill their responsibilities. If another agency is providing services through a contract with the local family services agency that requires usage of locations services, that agency may be a participant if it is requested by the county family services agency contracting with the non-family services agency for the services and that entity is a Key Partner member of OCDA. A Participant must be a member of OCDA either through full membership for a county family services agency which includes the child support enforcement agency, or a Key Partner membership for a family services agency which does not include a child support enforcement agency, or a contracted county agency providing service to the child support enforcement agency.

Program – The use of the potential location leads for parents who are currently participants in a family services program.

Program Term – The period commencing June 1, 2021 and ending on May 31, 2023.

Vendor – West Publishing Corporation

Agreement - That certain contract effective June 1, 2021 between West Publishing Corporation and CCAOSC for location services for non-custodial parents through public records and other provided data, in which the OCDA will be providing administrative support. The Agreement

is attached hereto and referenced as Exhibit A. This Agreement is valid through May 31, 2023. The Agreement provides for two additional two-year extensions. Any subsequent Agreement beyond May 31, 2027 will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING AGREEMENT

A. Participant agrees to:

- 1. Be bound by terms and conditions of the Agreement.
- 2. Monitor its service usage by confirming that usage is for permissive purposes under the original agreement between CCAOSC and West Publishing if requested to do so.
- 3. Notify Manager if there is a desire to add users or services after June 1, 2021 with the understanding that they will be added at a rate of \$32.41 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$33.38 per user, per month for the period June 1, 2022 to May 31, 2023.

Real time incarceration and arrest records may be added at a rate of \$100.00 per user, per month for the period June 1, 2021 to May 31, 2022, and at the rate of \$103.00 per user, per month for the period June 1, 2022 to May 31, 2023.

Batch premium alerts may be added in volume tiers according to the chart below:

June 1, 2021 to May 31, 2022		June 1, 2022 to May 31, 2023	
Alerts	Cost Per Month	Alerts	Cost Per Month
100	\$44.00	100	\$46.00
300	\$72.00	300	\$76.00
500	\$114.00	500	\$120.00
1,000	\$216.00	1,000	\$227.00
1,500	\$315.00	1,500	\$331.00
3,000	\$612.00	3,000	\$643.00
5,000	\$990.00	5,000	\$1,040.00
10,000	\$1,920.00	10,000	\$2,016.00
25,000	\$4,650.00	25,000	\$4,883.00

- 4. Pay a program administrative expense to the Manager with the June invoice of \$80.00 per user, per year. This fee is intended to offset costs associated with the administration of the Agreement by the Manager.
- 5. Make payment to the Manager for any invoice received within thirty (30) days from receipt, as described in the Agreement. Participant will be invoiced for users monthly starting June 1, 2021 until May 31, 2023. The program administrative expense will be invoiced each year in the month of June for 2021 and 2022, respectively. Participants are not responsible for any interest on delayed payments but agree to be as timely as possible in the processing of said payments.
- 6. Notify the Manager no later than **March 15, 2023** if it determines that it i) does not want to utilize the Agreement in future contract periods; ii) does not want to maintain its membership in CCAO; iii) does not want to maintain its membership in OCDA. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process. Participant must identify the number of users for the next contract period.
- 7. Maintain its membership in both CCAO and OCDA during the pendency of the Agreement. If the Participant loses membership status during the Agreement time period, any remaining contract fees will be accelerated and due within thirty days of separation from membership, and services may continue to the end of the Agreement time period.
- 8. Maintain the list of users with access to West Publishing Corporation under the current web-based system. All efforts must be undertaken by the Participant to maintain its number of users during the Agreement time period.

B. County Commissioners Association of Ohio agrees to:

- 1. Be bound the terms and conditions of the Agreement.
- 2. Immediately notify Participant if West Publishing Corporation proposes any modification, amendment or change to the Agreement.
- 3. Immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
- 4. Give participant written notice no later than March 15,2023 if it determines that it will not continue the current agreement or enter into a new agreement after May 31, 2023.
- 5. Immediately notify Participant if either West Publishing Corporation or CCAOSC exercises its right to terminate the Agreement.
- 6. Not seek further payment, compensation or remuneration from Participant once payment has been made to Manager for any changes attributable to services it has acquired under the Agreement. In this same regard, CCAOSC and Manager agree to hold Participant harmless for any requests from West Publishing Corporation for payments made by Participant to Manager and not forwarded to West Publishing Corporation.

C. Ohio CSEA Directors’ Association (Manager) agrees to:

- 1. Be bound by the terms and conditions of this Agreement.
- 2. Assist in the registration and management of users under the Agreement.
- 3. Assist in producing all necessary signatures for the Participation Agreement.
- 4. Issue billing statements on a monthly basis. The first one will be for June 1, 2021.
- 5. Communicate requests and feedback from the users to West Publishing Corporation.

SECTION 3. OPTIONAL PROVISIONS

REAL TIME INCARCERATION AND ARREST RECORDS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Real Time Incarceration and Arrest (RTIA) Records to their Agreement and will provide a list of users for RTIA to the Manager at the time of execution of this Agreement.

BATCH PREMIUM ALERTS

By initialing this section, Participant indicates their intention to exercise the optional provision to add Batch Premium Alerts to their Agreement and will communicate their selected tier of alert to the Manager at the time of execution of this Agreement.

SECTION 4. AMENDMENTS

This Agreement may be modified as necessary as long as agreed upon by all three parties and overall cost of all users does not change from the costs identified in this Agreement.

SECTION 5. MISCELLANEOUS

This agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

1. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Vendor warrants that a finding for recovery has not been issued to Vendor by the Ohio Auditor of State. Vendor further warrants that Vendor shall notify the county within one (1) business day should a finding for recovery occur during the Contract term.

2. NON-DISCRIMINATION/EQUAL OPPORTUNITY

Vendor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

Vendor further agree that no contract, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions makes purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of the section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

IN WITNESS THEREOF, the undersigned representatives of CCAOSC, Participant, and Manager pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO SERVICE CORPORATION (CCAOSC)

By: John Leutz /s/ Address: 209 East State Street
Columbus, Ohio 43215

By: Jerry Echemann /s/ Address: 101 West Main Street
St. Clairsville, Ohio 43950

Dates of Adoption of approving Board Resolution 8-4-21

PARTICIPANT AGENCY: Belmont County CSEA

By: Jeffery F. Felton /s/ Address: 68145 Hammond Rd.
St. Clairsville, Ohio 43950

If necessary, Approved as to form:

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

OHIO CSEA DIRECTORS' ASSOCIATION (OCDA)

By: Amy Roehrenbeck /s/ Address: 1103 Schrock Road, Suite 309
Columbus, Ohio 43229

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXECUTING THE FAA AIRPORT RESCUE GRANT AGREEMENT, GRANT NUMBER 3-39-0007-017-2021/BARNESVILLE-BRADFIELD AIRPORT

Motion made by Mr. Meyer, seconded by Mr. Dutton as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, Jerry Echemann, to execute the FAA Airport Rescue Grant Agreement, Grant Number 3-39-0007-017-2021, in the amount of \$22,000.00 for the Barnesville-Bradfield Airport.

Note: These funds can be used for operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport and debt service payments.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE #1422 FROM ERB ELECTRIC SIGN DIVISION/JUSTICE OFFICE COMPLEX

Motion made Mr. Echemann, seconded by Mr. Meyer to approve estimate #1422 from ERB Electric Sign Division in the amount of \$1,270.00 to repair and update the temperature/clock digital sign controller and provide and install one (1) retro fit kit for top sign at the Justice Office Complex.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING AN EMERGENCY RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT

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

AN EMERGENCY RESOLUTION AUTHORIZING the Prosecuting Attorney to execute the Participation Agreement for the OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

WHEREAS, the County of Belmont, Ohio (herein “Municipality”) is a county entity formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the Board of Commissioners of Belmont County, Ohio Commissioners has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Board of County Commissioners of Belmont County, Ohio understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS, Board of County Commissioners of Belmont County, Ohio wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO.

Section 1. That Board of County Commissioners of Belmont County, Ohio, hereby accepts the Proposed Settlement on behalf of Belmont County, pursuant to the terms of the OneOhio MOU.

Section 2. That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of Belmont County. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Upon roll call the vote was as follows:

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

Passed August 4, 2021

Attest:

Board of County Commissioners of Belmont County, Ohio

Jerry Echemann /s/

Jerry Echemann

Josh Meyer /s/

Josh Meyer

J. P. Dutton /s/

J. P. Dutton

Bonnie Zuzak /s/

Bonnie Zuzak, Clerk

RECESS

9:30 Linda Mehl RN, BSN, CLC and Lori DeCoy RN, SSN, CLC -Belmont County WIC Department

Re: Breastfeeding Awareness Month Proclamation

Present: Linda Mehl RN, BSN, CLC, Lori DeCoy RN, SSN, CLC and Kristen Parker, Breastfeeding Peer, Belmont County WIC Department
Ms. McCoy said they have been active. “It’s just been a little difficult with the COVID. We try our best. If anybody has any breastfeeding issues, all they have to do is call our office. We can still meet them privately or come to visit if we really need to, she said.” Ms. Parker said they utilize social media and phone call to avoid face-to-face meetings. She added the American Academy of Pediatrics recommends exclusive breastfeeding the first six months of a child’s life.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN
RECOGNITION OF BREASTFEEDING AWARENESS MONTH

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the proclamation in recognition of Breastfeeding Awareness Month.

**PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS MONTH 2021**

WHEREAS, exclusive breastfeeding for the first six months of life as recommended by the American Academy of Pediatrics provides the best possible start to life in all areas of development; and

WHEREAS, breastfeeding provides countless benefits to the nursing infant including easy digestion, production of antibodies, and reduce risk of infections and childhood obesity, and offers faster recovery from birth and reduced risk for postpartum hemorrhage and uterine cancer to the breastfeeding mother; and

WHEREAS, infant nutrition is considered a public health issue, and, therefore, is important for hospitals, businesses, community agencies, and coalitions to work together to provide consistent and accurate information to help ensure successful breastfeeding; and

WHEREAS, breastfeeding provides a safe, reliable, and renewable food source, especially critical during natural disaster and emergency situations; and

WHEREAS, breastfeeding is a public health imperative that is central to successful health equity strategies for combating the maternal and infant mortality crisis; and

WHEREAS, the act of breastfeeding builds a strong emotional connection between the mother and infant, a bond which lasts a lifetime.

NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners does hereby proclaim the month of August, 2021 as **BREASTFEEDING AWARENESS MONTH** throughout the County of Belmont, and urge all citizens to join in supporting breastfeeding as a high priority for healthier babies in Belmont County.

Adopted this 4th day of August, 2021.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Josh Meyer /s/

J. P. Dutton /s/

Upon roll call the vote was as follows:

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

RECESS

10:00 Jeff Felton, Director, Belmont Co. Dept. of Job and Family Services

Re: School Clothes for Kids Program and Job Fair update

Job Fair update-Mr. Felton said the Job Fair will be held at the Ohio Valley Mall on August 26, 2021. As of now, there 70 employers have signed up for tables at the event. “We’ve never had an issue getting employers there. It’s the job seekers that have been more of a challenge,” said Mr. Felton. He added they will be practicing social distancing.

School Clothes for Kids Program-Mr. Felton said they will be conducting the program again this year and it will be held at the Ohio Valley Mall. He said Temporary Assistance to Needy Family (TANF) funds will be available to serve children whose families are at or below the 150% federal poverty level. The application process will be conducted by mail or online and households with children ages 5–18 are eligible. Community Action Commission of Belmont County has resources to help if a family is over the income limitation. Mr. Felton said they hope to serve 1,000 children this year. He added the program generates around \$40,000 to \$60,000 in sales taxes. Mr. Felton said, “The work that goes into making this program a success by our JFS staff is outstanding and a true labor of love.”

RECESS

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Jeff Felton, DJFS Director and Lori O’Grady, DJFS HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:48 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:48 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider at this time.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:56 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Bryan Minder, 911 Director, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the compensation of public employees.

Upon roll call the vote was as follows:

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

Bryan Minder exited executive session at 11:10 a.m. and Kelly Porter, Director of Belmont County Water and Sewer District, joined executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:27 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:27 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider at this time.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 12:27 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:27 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of August, 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