

St. Clairsville, Ohio

November 10, 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 \$4,359,088.01**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0054-A006-F07.000 Other Expenses	E-0054-A006-F03.000 Utilities	\$3,000.00
E-0081-A002-D02.002 Salaries-Employees	E-0081-A002-D03.010 Supplies	\$5,000.00
E-0081-A002-D02.002 Salaries-Employees	E-0081-A002-D10.003 PERS	\$1,000.00
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C38.000 Other Expenses	\$5,500.00
E-0131-A006-A10.000 Transport Prisoners	E-0131-A006-A09.000 Medical	\$13,900.00
E-0131-A006-A25.000 Contract-Housing of Prisoners	E-0131-A006-A12.000 Travel	\$18,718.00
E-0141-A001-C07.000 Travel	E-0141-A001-C03.010 Supplies	\$81.00
E-0141-A001-C08.000 Advertising & Printing	E-0141-A001-C03.010 Supplies	\$200.00
E-0181-A003-A06.011 Contract Services	E-0181-A003-A09.003 PERS	\$10,000.00
E-0181-A003-A06.011 Contract Services	E-0181-A003-A11.000 Other Expenses	\$5,000.00
E-0257-A017-A00.000 Contingencies	E-0111-A001-E02.002 Salaries-Employees	\$20,000.00

**H08 WIOA AREA 16 FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2610-H008-H09.000 BRN Funds	E-2610-H008-H20.000 WIOA Area Admin	\$25,924.86

**P05 WATER WORKS FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$60,000.00

**S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$130.60

**S84 EASTERN DIV. COURT-COMPUTER FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S06.000 Computer Software	E-1570-S084-S07.000 Computer Other Exp.	\$5,000.00

**W82 D.R.E.T.A.C. FUND/TREASURER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T09.011 Contract Services	E-1410-W082-T10.000 Advertising & Printing	\$1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR**  
**VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2021:

**CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

**A00 General Fund**

E-0057-A006-F02.010	Supplies	\$12,681.49
E-0121-A006-B03.010	Supplies	\$1,926.00

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 November 10, 2021, meeting:

**A00 GENERAL FUND**

E-0051-A001-A28.000	Other Expenses	\$28,245.60
E-0057-A006-F08.000	Other Expenses	\$350.00
E-0059-A009-A06.000	Other Expenses	\$93,750.00

**B00 DOG AND KENNEL FUND**

E-1600-B000-B07.000	Veterinary Services	\$550.00
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**N22 WWS CAPITAL IMPR./BCSSD**

E-9022-N022-N17.000	USDA Water Projects	\$2,985,225.49
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**O12 NEFFS BOND RET./BCSSD**

E-9312-O012-O01.050	Principal Loan Payment	\$23,647.65
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**O62 USDA WATER BOND PAYMENT/BCSSD**

E-9262-O062-O03.050	Principal Loan Payment	\$100,000.00
E-9262-O062-O04.051	Interest Payment	\$680,000.00

**S12 PORT AUTHORITY**

E-9799-S012-S14.074	Transfers Out	\$4,534.64
<b><u>Y41 INDIGENT APPLICATION FEES</u></b>		
E-9841-Y041-Y01.000	Remit to State	\$248.40
E-9841-Y041-Y02.000	Remit to County	\$993.60

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR OCTOBER  
2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of October 2021.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,246.43
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	985.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,725.22
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,303.91
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	408.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,942.66
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,937.72
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,282.74
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,948.72
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,235.21
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	611.83
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,314.65
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,998.76
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,140.76
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,224.69
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	8,482.90
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,478.02
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	24,527.91
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,728.42
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,207.80
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,438.76
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,500.66
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,661.00
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	0.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	158.16
			113,216.89
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,567.95
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,963.84
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	23.72
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	823.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	230.38
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00

Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	658.45
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	3,019.92
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	489.72
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	267.16
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	234.55
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	58.94
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	129.62
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,410.94
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	27.50
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	27.50
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	49,153.92
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,364.39
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,010.54
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,327.54
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,544.45
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,768.58
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,422.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	369.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,500.95
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	318.75
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	265.20
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	955.77
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	839.73
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	17,875.14
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,995.93
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,789.32
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,012.82
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,549.02
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	0.00
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,572.94
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	37,032.57
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	20,644.96
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	603.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,968.00
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	448.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	637.40
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	92.40
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,872.18
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	0.00

DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	787.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	207.20
			326,395.16

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. **B00/DOG AND KENNEL FUND-\$550.00** deposited into R-1600-B000-B08.500 on various dates in October 2021. (*Donations for Vet Care paid in on various dates in October 2021*)

**GENERAL FUND/ANIMAL SHELTER-\$350.00** deposited into R-0057-A006-A03.500 balance available as of 10/31/2021 (*Adoption fees paid in on various dates in October 2021*)

**GENERAL FUND/AUCTION PROCEEDS-\$28,245.60** deposited into R-0050-A000-B00.500 11/3/2021. *Check #4197 from David Jones, Auctioneer, from 2021 Auction.*

**GENERAL FUND/MENTAL HEALTH RECOVERY BOARD-\$93,750.00** deposited into R-0059-A009-A01.500 Receipts-Behavioral Health Services. (*Money was received from Mental Health Recovery Board for three-fourths of the Contract amount 9-1-2021 to 6-30-2022*) **Y99 REFUND FROM HEALTH PLAN-\$15.00** paid into R-9899-Y099-Y35.500, Refunds on 11/05/2021. (*This refund is from the Health Plan for employee and employer contributions to the FSA FY2020*)

**2020 CLOSED PO'S-A00 General Fund**

PO# 522314	E-0057-A006-F02.010	Supplies	\$12,681.49
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated November 10, 2021, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:

**AUDITOR'S**-Dough DeVault and Dustin Brak to Reynoldsburg, OH on November 18, 2021, for testing and training for the Weights & Measures Department. A county vehicle will be used for travel. Estimated expenses: \$100.00.

**COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Dave Carter and Aaron Walker to Pittsburgh, PA, on November 9, 2021, to transport a youth who is being held in detention center on a warrant from the state of Oregon to Pittsburgh, PA.

**COMMISSIONERS**-J. P. Dutton to Columbus, OH, on December 9, 2021, to attend the CCAO/CEAO Annual Winter Conference & Trade Show. Estimated expenses: \$300.00.

**SSOBC**-Kay Driscoll to Cambridge, OH, on December 14, 2021, for a senior outing to the Cambridge Courthouse Lights. Tish Kinney to Wheeling, WV, on December 15, 2021, for a senior outing to the Fish Market. County vehicles will be used for travel.

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 November 3, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to hold the board's regular meeting at 9:00 a.m. on Tuesday, November 23, 2021, instead of Wednesday, November 24, 2021, due to the Thanksgiving holiday and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICATION OF THE PAID-UP OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Amendment and Ratification of the Paid-Up Oil and Gas Lease effective July 21, 2021, with Ascent Resources-Utica, LLC, to reduce the acreage by 7.831208 net acres, located in Colerain Township. New payment amount is \$481.50.

**AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE**

THIS AMENDMENT AND RATIFICATION OF PAID-UP OIL & GAS LEASE (this “Amendment”), effective as of July 21, 2021 (the “Effective Date”), by and between **The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice President, and J.P. Dutton as Commissioner**, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 (“Lessor”) and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (“Lessee”) (the aforementioned parties being referred to herein as a “Party” and collectively as the “Parties”).

**RECITALS:**

WHEREAS, The Belmont County Board of Commissioners, by Jerry Echemann as President, Josh Meyer as Vice-President, and J.P. Dutton as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Paid Up Oil & Gas Lease dated July 21, 2021, and recorded in the lease book land records of Belmont County, Ohio, at Book 895, Page 587, as Instrument No. 202100008600 on September 30, 2021 (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Township of Colerain, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

**AGREEMENT:**

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

**I. AMENDMENT TO THE OIL AND GAS LEASE**

a. Legal Description.

The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit “A.”

**II. MISCELLANEOUS**

a. Effect.

Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor’s right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

b. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

c. Entire Agreement.

This Amendment (including Exhibit “A” hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

d. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

**LESSOR:**

The Belmont County Board of Commissioners

By: Jerry Echemann /s/

Name: Jerry Echemann, President

By: Josh Meyer /s/

Name: Josh Meyer, Vice President

By: J. P. Dutton /s/

Name: J.P. Dutton, Commissioner

**LESSEE:**

ASCENT RESOURCES – UTICA, LLC  
an Oklahoma Limited Liability Company

By: \_\_\_\_\_

Name: Kade R. Smith

Title: Attorney-in-Fact

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY HEALTH DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Health Department, to provide home visiting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County for eligible families, effective November 1, 2021 through June 30, 2023 in an amount not to exceed \$80,000.00.

*Note: This program is funded by a Communities of Support Grant received from the Ohio Department of Human Services.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Purchase of the Performance of Services Contract**

**Plan of Safe Care Home Visitor**

**Whereas**, this contract, entered into on this 10<sup>th</sup> day of November, 2021, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Belmont County Health Department (hereinafter “Contractor”), is for the purchase of the performance of the following services: Home Visiting to implement Plans of Safe Care that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Home Visiting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County. Eligible families are those eligible as determined by the Agency.

**II PARTIES**

The parties to this agreement are as follows:

**Agency:** The Belmont County Department of Job and Family Services  
68145 Hammond Road

St. Clairsville, OH 43950  
740-695-1075  
**Contractor:** Belmont County Health Department  
68501 Bannock Uniontown Rd.  
St. Clairsville, OH 43950  
740-695-1202

**III CONTRACT PERIOD**

This contract and its terms are effective November 1, 2021 through June 30, 2023.

**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 customers.

Participants

A participant is an individual who has been determined to have a “plan of safe care” developed by staff at Wheeling Hospital and referred to the Health Department by Children Services.

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.

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.

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. Attend initial meeting with nurse from Wheeling Hospital with client.
2. Schedule a follow up meeting within one week of the initial meeting.
3. Review, revise (if necessary), and implement the Plan of Safe Care and report these to Belmont County Job and Family Services.
4. Coordinate services with Early Intervention and Home Visiting.
5. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
6. Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
7. Contractor shall meet all service requirements of this contract.
8. Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
9. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’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. Agency Responsibilities**

1. Agency will refer eligible families to the contractor.
2. Agency will monitor 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. Performance Standards**

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

1. Meet with the family face-to-face within 14 days of referral. Subsequent visits will be determined by the Plan of Safe Care.
2. Assist family in meeting goals of the Plan of Safe Care
3. Coordinate Plan of Safe Care with other services (e.g., Early Intervention, Help Me Grow) provided to the family.

**D. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor at a rate of \$10.00 per quarter hour, including travel time to and from the client’s home. Documentation of activities is limited to one quarter hour per face to face session. Should the contractor be called upon to testify in Juvenile Court in abuse, neglect, or dependency hearings, the contractor will be compensated at the agreed upon rate for the time testifying as well as the time spent in the court awaiting to be called as a witness.
3. The Agency will also reimburse the contractor for mileage at the current IRS rate for travel to and from the client’s home, and to and from interagency meeting regarding client progress.
4. Monthly invoice will include the Name of the Client and Date of Contact, hours of direct service, supplies purchased, and incentives the client has earned.

**E. Evaluation and Monitoring**

Agency shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to

both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. 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, triggering Agency’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$80,000**.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

Invoices will be submitted each month by the Contractor no later than the 10<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Agency 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 service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

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

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Agency for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit 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**

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. Contractor agrees to repay Agency 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, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency 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 Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued. Agency, 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 Agency and shall be delivered to Agency when the term of this contract expires.

**XII WARRANTY**

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

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**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, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, 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, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Agency and its consumers concerning the confidentiality of its consumers. 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. Contractor understands that the use or disclosure of information concerning Agency'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 Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor's performance of services under this contract. 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. Contractor further avers that no financial interest was involved on the part of any of Agency's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, 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 Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Agency. Should a conflict of interest be discovered during the term of this contract, Agency may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. 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 Contractor or in its business.

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including 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 BCDJFS's policy in the performance of work under this contract. 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 Contractor's employees. 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 Contractor and Agency. 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 Agency, the Belmont County Board of Commissioners and the BCDJFS.

**XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Agency.

**XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency. In the event Agency approves of a subcontract of all or part of the performance required herein, 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. 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 instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

**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 Contractor wish to terminate this contract, notice to Agency 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 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 rights 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 provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Agency, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS 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 Contractor, its officers, agents, employees and independent contractors.

**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**

Contractor certifies 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 Titles 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, Contractor will not discriminate against any employee, contract worker or applicant 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. 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, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through 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 Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Agency, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, 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, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. 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 Agency's Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. 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**

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**

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

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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 record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

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**

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**

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, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

**XL PATENT RIGHTS**

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 Department and Agencies dated February 18, 1983, and Executive Order 12591.

**XLI PROCUREMENT**

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

**SIGNATURES**

<i>Jeffery L. Felton /s/</i>	11/10/2021
<b>Jeffery L. Felton, Director Belmont County Department of Job and Family Services</b>	<b>Date</b>
<i>Jerry Echemann /s/</i>	11-10-21
<b>Jerry Echemann, Belmont County Commissioner</b>	<b>Date</b>
<i>Josh Meyer /s/</i>	11/10/21
<b>Josh Meyer, Belmont County Commissioner</b>	<b>Date</b>
<i>J. P. Dutton /s/</i>	11/10/21
<b>J.P. Dutton, Belmont County Commissioner</b>	<b>Date</b>
<i>George L. Cholak /s/</i>	11/8/2021
<b>Belmont County Health Department</b>	<b>Date</b>
<i>David L. Liberati /s/ Assist. P. A.</i>	11-15-21
<b>Approved as to form: Belmont County Prosecutor</b>	<b>Date</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Board of Developmental Disabilities for service coordination for children and their families of Belmont County, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$50,000.00.

*Note: This contract is a one-year grant funded through the Temporary Assistance to Needy Families (TANF) allocation.*

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

**Whereas**, this contract entered into on the 1<sup>st</sup> day of November 2021, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser") Belmont County Board of Developmental Disabilities, 68421 Hammond Road, St. Clairsville, OH 43950-8783, (hereinafter referred to as "Contractor"), is for the purchase of the service coordination for children and their families of Belmont County.

**I PURPOSE**

The purpose of this contract is for the purchase of Service Coordination for use by Belmont County Job and Family Services. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management "common rule".

**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:** Belmont County Board of Developmental Disabilities  
Developmental Disabilities  
68421 Hammond Road  
St. Clairsville, OH 43950-8783  
740-694-0407

**III CONTRACT PERIOD**

This contract will be effective from July 1, 2021 through June 30, 2022.

**IV 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**

The contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system, but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a Wrap-Around service delivery model. Service Coordination provides a vehicle for families with multiple and complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural supports.

A. The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family's natural supports and professionals. The Service Coordinator will also be responsible for obtaining all necessary releases of information, prepare and review initial cluster referral packets, collect monthly reports from service providers, and prepares summary of progress made toward achieving treatment goals.

B. Failure to fulfill Contractor's responsibilities may result in termination of this contract by the Purchaser (reference Article XXIII – Termination and Article XXIV – Breach of Contract)

**B. Purchaser Responsibilities**

1. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
3. The Purchaser will pay all costs related to providing transportation services consistent with the provisions stated in Article VIII.
4. The Purchaser will determine eligibility of all participants prior to receiving any services.
  - a. All participating families shall complete an application and be determined eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS. The target population for TANF is families living in Belmont County with one or more minor children in the household and a monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least one of the federal TANF purposes below:

1. To provide assistance to needy families so that children may be cared for in their own homes or homes of relatives.
2. To end dependence of needy parents on governmental benefits by promoting job preparation, work, and marriage.
3. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.
4. To encourage the formation and maintenance of two parent families.

**C. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article IV – Scope of Work.

**D. Performance Reporting**

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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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/or modification at the Purchaser’s discretion.

**E. 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, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.

The Purchase 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, any sub-vendors 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/or repayment

**V AVAILABILITY OF FUNDS**

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$50,000.

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

**VI ALLOWABLE COSTS**

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

**VII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. 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. Only Service Coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Team Meetings, etc.) shall be reimbursable.

The Contractor will provide the following in each invoice:

- o Contractor’s name as it appears on the Contract and Purchase Order
- o A mailing address and, if applicable, a remittance address;
- o An invoice number
- o Date of Invoice
- o Subtotals of units and cost of service provided to each child/family and grand total of all units and costs.
- o The name of the child/family receiving Service Coordination and a summary of services provided including method of service delivery (phone, in person)

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

Activity	Unit Cost
1 hour Service Coordination	\$46.63

**VIII DUPLICATE BILLING**

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

**IX AUDIT RESPONSIBILITY AND REPAYMENT**

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 conducting 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.

Contractor agrees to repay 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, Contractor will sign a Repayment of Funds Agreement. Furthermore, 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 Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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.

**X DISPOSITION OF ASSETS**

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

**XI WARRANTY**

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

**XII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance 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 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.

**XIII 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.

**XIV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by 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 Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XV CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. 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. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVI CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser as long as this other work does not interfere with Contractor's performance of services under this contract. 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. Contractor further avers that no financial interest was involved on the part of any of 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, 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 Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser

may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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 Contractor or in its business.

**XVII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including 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 Area 16 Workforce Development Board's policy in the performance of work under this contract.

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 Contractor's employees, if applicable.

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.

**XIII RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. 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 Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

**XIX ASSIGNMENTS**

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

**XX SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contraction 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 or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXI INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

**XXII 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 Contractor wish to terminate this contract, notice to 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 in accordance with Article X of this agreement.

**XXIII 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 rights 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.

**XXIV WAIVER**

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

**XXV INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government 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 Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government in connection with any omission or negligent action.

**XXVI 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.

**XXVII 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.

**XXIII NON-DISCRIMINATION**

Contractor certifies 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 Titles 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, Contractor will not discriminate against any employee, contract worker or applicant 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. 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, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through 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 Contractor.

**XXIX CHILD SUPPORT ENFORCEMENT**

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

**XXX PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. 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 Purchasers' Ohio Works First customers.

**XXXI DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. 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.

**XXXII COPELAND "ANTI-KICKBACK" ACT**

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

**XXXIII DAVIS-BACON ACT**

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

**XXXIV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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.

**XXXV PUBLIC RECORDS**

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

**XXXVI CLEAN AIR ACT**

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).

**XXXVII ENERGY EFFICIENCY**

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).

**XXXVIII COPYRIGHTS AND RIGHTS IN DATA**

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)

**XXXIX PATENT RIGHTS**

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.

**XL PROCUREMENT**

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

**XLI SIGNATURES**

<u>Jeffery L. Felton /s/</u>	<u>11/9/2021</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services	
68145 Hammond Road	
St. Clairsville OH 43950	
<u>Jerry Echemann /s/</u>	<u>11-10-21</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>J. P. Dutton /s/</u>	<u>11/10/21</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>11/10/21</u>

Josh Meyer  
Belmont County Commissioner  
Stephen L. Williams /s/  
Stephen L Williams, Superintendent  
BHN Alliance  
Belmont-Harrison –Noble County Boards of Developmental Disabilities  
68421 Hammond Road, St. Clairsville, OH 43950-8783  
740-695-0233

Date  
11-8-21  
Date

Approved as to form:  
David K. Liberati /s/  
Dave Liberati  
Belmont County Prosecutor  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING LISA KAZMIRSKI AS EXECUTIVE DIRECTOR OF SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hiring of Lisa Kazmirski as Executive Director of Senior Services of Belmont County, effective November 22, 2021, at the beginning step of pay grade 14.

Upon roll call the vote was as follows:

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

**Discussion re: New SSOBC Executive Director**-Present: Dwayne Pielech, SSOBC Executive Director and Lisa Kazmirski  
Ms. Kazmirski thanked the Board of Commissioners for appointing her to the position. She said she is excited to start working with the SSOBC team. Ms. Kazmirski said, “I feel privileged to serve this population of our county, because none of us would be where we are today if it weren’t for the seniors in our county who have built and maintained our communities.” Mr. Pielech said, “There’s not a better-qualified person to continue all the good things that are going on in Senior Services and working closely with the board. Lisa’s been in public administration for many years.”

**Discussion re: Tri-State Military Veterans Museum**-Present: Chery Skinner, Assistant Director and Johnny Waugh, American Legion Post #312 member. Mr. Waugh said Post #312 turned 100 years old last year. They have 32 members and put 350 to 400 flags on Veteran’s graves every year. Ms. Skinner said the museum’s current project is the Heroes Wall of Honor. The wall will include names honoring veterans from the Revolutionary War through the present. “You don’t have to be deceased to be put on the wall. If you served this country, I want to honor you. You didn’t have to go to war,” said Ms. Skinner. She noted every 22 seconds a vet takes his life.

**RECESS**

**9:45 Subdivision Hearing-Hickory Grove Lane (Private Road)**

Present: Present: Will Eddy, Drafting Technician, Engineer’s Department and Robert Farrabee, Petitioner  
Mr. Eddy explained the property owner wants to subdivide lots in the future and put 10 to 12 homes in if he can get a water line in. AEP put in an access road which is 40 feet wide. Mr. Farrabee said the neighbors signed a deal that they will split the cost of maintaining the road and if lots are sold those property owners would also have to pay to maintain the road. He added there is a possibility of turning the road over to the township.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR HICKORY GROVE LANE (PRIVATE ROAD) GOSHEN TOWNSHIP, SEC. 29, T-7, R-5**

**“Hearing Had 9:30 A.M.”**

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

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

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval of the Final Plat for Hickory Grove Lane (Private Road), Goshen Township, Sec. 29, T-7, R-5, which appears to be regular in form and approved by the proper parties;

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

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

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of November 10, 2021, as recorded in Volume 105 of the County Commissioners’ Journal.

Bonnie Zuzak /s/  
Bonnie Zuzak, Clerk

cc: Engineer  
Township F.O.  
Health Dept.

**RECESS**

**IN THE MATTER OF BID OPENING FOR BELMONT COUNTY COURTHOUSE ANNEX III ROOF REPLACEMENT PROJECT**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Belmont County Annex III Roof Replacement project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Kalkreuth Roofing & Sheet Metal 53-14 <sup>th</sup> Street Suite 100 Wheeling, WV 26003	X	\$94,700.00

Present for opening: Jeff Vaughn, Project Engineer and Geoff Wack, Kalkreuth Roofing & Sheet Metal.

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Annex III Roof Replacement Project to Jeff Vaughn, Project Engineer, for review and recommendation.

Mr. Wack said this will be a forty year shingle and it will take about 2 weeks to complete the project.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:52 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment 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 11:23 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:23 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 two motions for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
SCOTT KUNIK, PART-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Scott Kunik, part-time Delivery Worker (Driver) with Senior Services of Belmont County, effective November 8, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING SCOTT LARKIN  
AS THE FACILITIES MANAGER FOR BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hiring of Scott Larkin as the Facilities Manager for Belmont County, effective Monday, November 29, 2021, starting at max step of pay grade 8.

Upon roll call the vote was as follows:

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

**RECESS**

**Reconvened at 12:42 p.m. with no further business to come before the board.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:42 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:42 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of November, 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