

St. Clairsville, Ohio

May 11, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, 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. Meyer, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,951,600.18

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A25.000 Housing of Inmates	\$60,000.00

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$38.25
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$0.52

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$350.62

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the May 11, 2022, meeting:

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0151-A002-F09.000	Other Expenses	\$1,357.65

E10 911 FUND

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

E-2301-E011-E01.011	Contract Services	\$12,101.89
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G50 LODGING EXCISE TAX

E-1910-G050-G01.000	Convention and Visitors Bureau	\$97,952.29
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N14 SSD CAPITAL IMPROVEMENTS

E-9014-N014-N12.000	USDA Sewer Projects	\$1,232,367.76
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W20 LAW LIBRARY

E-9720-W020-W07.010	Supplies	\$12,182.97
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Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$428.00
E-9841-Y041-Y02.000	Remit to County	\$1,712.00

Y42 RECOUPMENT FEES INDIGENT

E-9842-Y042-Y01.000	Remit to State	\$250.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies.

G50 LODGING EXCISE TAX-\$97,952.29 deposited into R-1910-G050-G01.500 on various dates in February, March, April and May 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS

FOR HSA CHARGEBACKS/MAY 2022

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

Chargebacks for May 2022

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT

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	258.08

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated May 11, 2022, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

SSOBC-Sue Hines to Zanesville, OH, on June 9, 2022, for a senior outing to Conn's, B-Wear Sportswear and Tom's Ice Cream. A county vehicle will be used for travel.

WATER & SEWER DISTRICT-Rick Conner, Mario DeFelice, Craig Mann, Josh Materkoski, Jamie McGarry and/or Joh Yeager to Minerva OH, during the week of May 9, 2022, May 16, 2022 and/or May 23, 2022 for disposal of asbestos material at Minerva Enterprise. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 4, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING DENISE BOYD AS FULL-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Denise Boyd as a full-time Registered Nurse at the Belmont County Jail, effective May 15, 2022, at pay grade 13, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JESSICA HORKULIC AS FULL-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Jessica Horkulic as a full-time Registered Nurse at the Belmont County Jail, effective May 16, 2022, at pay grade 13, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC COMPANY/COURTHOUSE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the quote from ERB Electric Company in the amount of \$2,971.80 for thirty-six (36) E700-24 refurbished phones for various offices in the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NUMBER 1268 FROM DIGITAL DATA COMMUNICATIONS, INC/VARIOUS COUNTY OFFICES

Motion to approve Quote Number 1268 from Digital Data Communications, Inc., in the monthly amount of \$3,078.00 for an enhanced security plan for various county offices' computers.

Upon roll call the vote was as follows:

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

Mr. Meyer said this is to update security software to help with cyber security.

**IN THE MATTER OF GRANTING REQUEST OF AEP/OHIO POWER COMPANY
FOR EASEMENT AND RIGHT-OF-WAY/WATER & SEWER DISTRICT**

Motion to grant the request of AEP/Ohio Power Company for the following easement and right-of-way:

- Thirty (30) feet wide, lying fifteen (15) feet on each side of the facilities as installed on parcel #27-60007.000 located in Village of Bellaire, Pultney Township, containing 13.51 acres, for work necessary to provide electrical services to Belmont County Water & Sewer District's existing water plant.

Note: The main power line currently comes into main building which will be demolished. AEP will be running lines to other building on the property to run the pump.



Eas. _____

Easement & Right of Way

BELMONT COUNTY WATER AND SEWER DISTRICT, successor by merger to Belmont Sanitary Sewer District No. 3, by and through the Belmont county Board of Commissioners, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from **Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee",** the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Pultney Township, Belmont County, Ohio, and being part of the Southeast quarter of Section 26, Township 3, Range 2, containing 13.51 acres, as described in Deed Records Volume 479, Pages 107-110 of the Belmont County Recorder's Office (Auditor's Parcel # 26-60007.000).

Said overhead facilities shall be contained within a strip of land thirty (30) feet wide, lying fifteen (15) feet on each side of the facilities as installed together with a strip of land five (5) feet wide for anchors and guys. Said underground facilities shall be contained within a strip of land twenty (20) feet wide, lying ten (10) feet on each side of the facilities as installed. The approximate location of said Easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to

relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the 11th day of MAY, 2022.

**Belmont County Water and Sewer District,
by and through the Belmont County Board of Commissioners**

By: [Signature]
J. P. Dutton, Commissioner

By: [Signature]
Josh Meyer, Commissioner

By: [Signature]
Jerry Echemann, Commissioner

APPROVED AS TO FORM:

STATE OF OHIO, }
COUNTY OF _____ }

[Signature]
PROSECUTING ATTORNEY

The foregoing instrument was acknowledged before me this 11th day of MAY, 2022, by **J. P. Dutton, Josh Meyer, and Jerry Echemann**, Commissioners on the **Belmont County Board of Commissioners**, signing on behalf of the **Belmont County Water and Sewer District**.



BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires:
February 18, 2026

[Signature]
Notary Public
BONNIE ZUZAK
Printed Name
My Commission Expires 2-18-2026

Easement prepared by Ohio Power Company LKB
Address: 57580 Spring Hill, Bellaire, OH 43906
WO W003496501 WR 77547064

CALL BEFORE YOU DIG !!!
Dwg: Exhibit A
Easement _____

Upon roll call the vote was as follows:

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

RESOLUTION APPROVING THE ONEOHIO REGION 11 GOVERNANCE STRUCTURE UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING

Motion made by Mr. Meyer, seconded by Mr. Echemann that the following Resolution be adopted:

WHEREAS, Board of Belmont County Commissioners ("Jurisdiction"), is a Local Government in Belmont County, Ohio that has adopted and approved The OneOhio Memorandum of Understanding ("The Memorandum"), which establishes a mechanism to disburse settlement proceeds from opioid litigation ("Opioid Funds") into Ohio's communities to help abate the opioid crisis, including allocation of Opioid Funds to Regions through a statewide Foundation Board; and

WHEREAS, this Jurisdiction is in **Region 11** under The Memorandum, which is comprised of Belmont, Carroll, Columbiana, Harrison, Holmes, Jefferson, and Tuscarawas counties; and

WHEREAS, pursuant to The Memorandum, Section D.2: "Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region's Regional Share...Regions shall have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region"; and

WHEREAS, it is found that the Region 11 governance structure outlined below ensures that all Local Governments in the Region have input and equitable representation regarding regional decisions under The Memorandum; and

WHEREAS, the formation of the Region 11 governance structure is of immediate importance to the communities in Region 11, so that imminent Settlement Proceeds committed to the State of Ohio to be distributed per The Memorandum can be disbursed to help abate the Opioid crisis.

NOW THEREFORE, BE IT RESOLVED, by this Jurisdiction that:

Section 1. This Jurisdiction hereby approves the Region 11 governance structure under The OneOhio Memorandum of Understanding (“The Memorandum”) as follows:

The OneOhio Region 11 governance structure will be comprised of a 27-member Board of Directors, consisting of one member from each of the following classes in each county in Region 11:

- One member appointed by the Board of County Commissioners;
- One member appointed by the municipality serving as the County seat;
- The president of the county township association; and such other members as are unanimously approved by the Region 11 Board members from time-to-time.

The OneOhio Region 11 Board will determine matters consistent with The Memorandum, Section D, such as:

1. adopting or amending Region 11 bylaws, regulations, rules and policies;
2. selecting Region 11’s member on the OneOhio Recovery Foundation, Inc. Board (“Foundation Board”) under Section D.4. of The Memorandum;
3. electing OneOhio Region 11 Board officers;
4. evaluating and making submissions regarding the allocation of Regional funds throughout the Region;
5. engaging experts, counsel, consultants and vendors as appropriate for these purposes; and
6. taking other actions consistent with Section D.2 of The Memorandum.

Section 2. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations 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. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Passed: May 11, 2022

Board of County Commissioners of Belmont County, Ohio

Josh Meyer /s/

Josh Meyer

J. P. Dutton /s/

J. P. Dutton

Jerry Echemann /s/

Jerry Echemann

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DENISE GOODMAN

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job and Family Services and Denise Goodman, in a not to exceed amount of \$20,200.00, effective May 1, 2022 through June 30, 2022, for foster parent recruitment services with a special emphasis on recruitment activities for homes to foster harder to place youth.

Note: This contract will be funded by a grant received from the state for a four county consortium for Belmont, Carroll, Harrison and Jefferson counties. BCDJFS will be serving as the administrative/fiscal agent.

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

Whereas, this contract, entered into on this **11th day of May, 2022**, by and between the Belmont County Department of Job and Family Services, hereinafter “**Purchaser**”, and Denise Goodman, hereinafter “**Contractor**”, is for the purchase of the performance of the following services: Targeted activities to recruit new homes willing to foster harder to place youth and to develop and implement a unique and targeted foster parent recruitment plan for Belmont, Carroll, Harrison and Jefferson Counties (four county consortium) and the rules and regulations promulgated thereunder, 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 target recruitment activities at new foster homes willing to accept and foster harder to place youth. The objective is to develop and implement a unique and targeted foster parent recruitment plan for each of the four counties in our consortium that include: Belmont, Carroll, Harrison and Jefferson Counties. Belmont County Department of Job and Family Services will serve as the lead county and fiscal agent for the four county consortium.

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: Denise A. Goodman
1824 Snouffer Road
Worthington OH 43085

III CONTRACT PERIOD

This contract and its terms will become effective on **May 1, 2022**. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is **June 30, 2022**.

IV DEFINITIONS

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

Allowable Costs

Those costs that 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 be eligible to participate in and who is receiving services through the Children Services Division including harder to place youth and the foster families being recruited.

Performance

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

Proportional Payment

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

Services

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

V SCOPE OF WORK

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

A. Contractor's Responsibilities

1. The Contractor will provide:
 - a. Training on data driven recruitment
 - b. Group and individual consultation on recruitment planning, including written feedback from consultants
 - c. Group and individual consultation on the implementation of recruitment plan activities
 - d. Training on inquiry to licensing pipeline to support applicants to a faster, friendlier and easier experience
 - e. Group and individual consultation on roadblocks and barrier-busting in each county's pipeline
 - f. Training for all county agency staff on Support is Everyone's Job
2. The Contractor responsibilities include arranging meetings and providing at least monthly implementation plan progress updates to the four county consortium or upon request of any of the participating counties.
3. The Contractor must attend meetings, trainings and conferences scheduled by the State of Ohio or any of the four counties in the consortium.
4. The Contractor agrees to provide the Purchaser with an emergency contact number.
5. The Contractor agrees that all records, documents and client records processed by the provider under this contract are confidential and shall be handled per applicable guidelines.
6. The Contractor agrees that she 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. The Contractor shall meet all service requirements of this contract.
8. The Contractor's failure to perform services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
9. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser's/Consortium's Responsibilities

1. The participating consortium counties will provide staff to participate in the meetings and trainings.
2. The participating consortium counties will provide meeting room needed by the Contractor to meet with prospective families, conduct trainings or any other .
3. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Performance Standards

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

1. The Contractor will schedule and facilitate the first training activity described in the budget section within sixty (60) days of the implementation of this contract. Subsequent training activities shall be scheduled at the necessary intervals agreed upon by the Purchaser and Contractor.

D. Performance Reporting

1. The Contractor will invoice the Purchaser for the total cost of the budgeted items on or before June 1, 2022.
2. The Purchaser agrees to compensate the Contractor per the rates established in the budget.
3. The invoice shall include the agreed upon billable activities as detailed in the budget and the Contractor's name and address to remit payment.
4. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct and required information is provided. The failure of the Contractor to deliver all required performance reports by the time stated in this Article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

E. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$20,200.00**.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. The failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include, but are not limited to, failure to meet 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, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described:

ACTIVITY	TOTAL COST
Training on Data Driven Targeted Recruitment (including data gathering and analysis, targeted messaging and strategies, developing county-based recruitment plans)	\$1000.00 x 2 Trainers x 2 Days = \$4000.00
Group and Individual Consultation on recruitment planning and written feedback on each plan	10 hours x \$150.00/hour = \$1500.00
Training on “Inquiry to Licensing” pipeline to support applicants to a faster, friendlier and easier experience	\$1000.00 x 2 Trainers x 1 Day = \$2000.00
Group and Individual Consultation on Roadblocks and Barrier-Busting in each counties’ pipeline	10 hours x \$150.00/hour = \$1500.00
8 Days (3 presentations/day) to ALL agency staff on “Support is Everyone’s Job” (SIEJ) – 2 days per county	\$1000.00 x 1 trainer x 8 days = \$8000.00
Travel (\$200.00 per day per person)	\$3200.00
Total Contract Cost	\$20,200.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB Circulars, Ohio laws and

regulations, including the Ohio Administrative Code rules, and all provisions of the Purchaser's policy in the performance of work under this contract.

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This 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 party thirty (30) days prior to the effective date of termination. Should the Contractor wish to terminate this contract notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement. Any funds expended for contractual services and items prior to the date of termination shall be paid in accordance with Article VIII to the Contractor.

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

The Contractor and the Purchaser agree to hold each other harmless both legally and financially. The Contractor and the Purchaser are responsible to maintain their own liability coverage.

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 when possible.

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 permissible by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including, but not limited to, 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, the 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. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES:

Jeffery L. Felton /s/
Jeffery L. Felton, Director
Belmont County Department of Job and Family Services

5/5/22
Date

Denise Goodman /s/
Denise Goodman, Contractor

5/4/22
Date

Josh Meyer /s/
Josh Meyer, President
Belmont County Board of Commissioners

5/11/22
Date

J. P. Dutton /s/
J. P. Dutton, Vice-President
Belmont County Board of Commissioners

5/11/22
Date

Jerry Echemann /s/
Jerry Echemann, Commissioner
Belmont County Board of Commissioners

5-11-22
Date

Approved as to form:

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

5/10/22
Date

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

RECESS

Department of Job and Family Services Staff, Christine Parker, John LaRoche, Nickie Couch, Jennifer Fietz, Megan Maffee and Emily Cominsky

Re: Foster Parent Appreciation Month Resolution

Ms. Parker said there are currently 30 licensed foster homes in Belmont County, with four more that will be added soon. There are 39 children in foster homes or with relatives, one is in a detention facility. Ms. Parker said without foster families those children would likely be placed in an orphanage.

IN THE MATTER OF ADOPTING RESOLUTION DECLARING MAY 2022 AS FOSTER PARENT APPRECIATION MONTH

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the resolution declaring May Foster Parent Appreciation Month.

WHEREAS, there are children in our community who are in need of temporary or permanent homes due to abuse, neglect and dependency; and

WHEREAS, there are foster, kinship and adoptive families who open their homes and hearts to children of all ages, who persevere through tough times and crisis, and who rejoice when the healing process begins; and

WHEREAS, Belmont County citizens applauds foster parents for their visions of change and their ability to see potential in every child; and

WHEREAS, in Belmont County there are forty-two (42) children in placement being provided a safe, secure and stable home along with the compassion and nurture of a foster or kinship family; and

WHEREAS, Belmont County foster families are thanked for their commitment for being there for children, whether for a day or a lifetime.

NOW, THEREFORE BE IT RESOLVED, that the Board of Belmont County Commissioners, do hereby proclaim May 2022 as "Foster Parent Appreciation Month" in Belmont County in honor of the individuals providing love, attention and support to our children and families in need, and encourage all citizens to volunteer their talents and energies on behalf of children in foster care.

Adopted this 11th day of May, 2022.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:18 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Sheriff Dave Lucas, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

May 11, 2022

Upon roll call the vote was as follows:

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

Katie Bayness, HR Administrator, also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:55 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:55 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is no action to be taken at this time.

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:23 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:23 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are motions that will be made at a later time.

Reconvened at 12:34 with Commissioners Meyer, Dutton and Echemann present.

Mr. Meyer said as a result of the prior executive session there are five motions to be considered.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF LISA BABCOCK, FULL-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Lisa Babcock, full-time Registered Nurse at the Belmont County Jail, effective May 3, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXTENDING PROBATION FOR JAMIE MCGARRY, UTILITY WORKER/WATER AND SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to extend the probation for Jamie McGarry, Utility Worker for Belmont County Water and Sewer District, for an additional 90 days to July 21, 2022 or until a Class B CDL is obtained.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING LLOYD COPE AS A SUMMER EMPLOYEE/ BELMONT COUNTY WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the hiring of Lloyd Cope as a summer employee at the Belmont County Water & Sewer District, effective May 16, 2022, at pay grade 1, Step 1.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROMOTION OF KATHRYN SKATULA FROM FULL-TIME KENNEL STAFF TO FULL-TIME KENNEL COORDINATOR

Motion made by Mr. Meyer, seconded by Mr. Dutton to promote Kathryn Skatula from full-time Kennel Staff to full-time Kennel Coordinator at the Belmont County Animal Shelter, effective May 15, 2022 at pay grade 3, minimum step.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF IAIN BONNER, FULL-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Iain Bonner, full-time Kennel Staff at the Belmont County Animal Shelter, effective May 7, 2022.

Upon roll call the vote was as follows:

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

May 11, 2022

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

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

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

Read, approved and signed this 18th day of May, 2022.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Josh Meyer 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.

Josh Meyer /s/_____ PRESIDENT

Bonnie Zuzak_____ CLERK