

St. Clairsville, Ohio

July 13, 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 \$2,009,423.06

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	\$40,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A12.000 Travel/Gasoline	\$40,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following transfers between funds as follows:

A00 GENERAL FUND AND B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	R-1600-B000-B11.574 Transfers	\$4,704.63
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers	\$114,795.37

M78 TITLE IV-E REIMBURSE/RANDON MOMENTS

FROM	TO	AMOUNT
E-0400-M078-M02.008 Fringe Benefits	R-0400-M060-M05.500 Other Receipts	\$65.30

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 July 13, 2022, meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$57,504.11
E-0057-A006-F06.011	Veterinary Services	\$1,115.59
E-0057-A006-F08.000	Other Expenses	\$387.50
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$13,772.263

P79 BOARD OF ELECTIONS/GRANTS

E-1779-P079-P05.000	Grant Expenses	\$161,702.00
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S81 PROBATE COURT-COMPUTER FUND

E-1581-S081-S08.000	Computer Expenses	\$11,087.00
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S85 JUVENILE COURT-COMPUTER FUND

E-1582-S085-S08.000	Computer Expenses	\$1,969.98
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S96 JUVENILE COURT-GEN SPEC. PROGRAM

E-1589-S096-S12.000	Other Expenses	\$7,204.08
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Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$301.40
E-9841-Y041-Y02.000	Remit to County	\$1,205.60

Y42 RECOUPMENT FEES INDIGENT

E-9842-Y042-Y01.000	Remit to State	\$550.00
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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.

GENERAL FUND/ANIMAL SHELTER-\$387.50 deposited into R-0057-A006-A03.500 balance available as of 06/30/2022 (*Adoption fees paid in on various dates in June 2022*).

GENERAL FUNE/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,115.59 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 07/11/2022 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of June 2022 New Horizon Animal Hospital vet bills*).

OIL & GAS RECEIPTS JUNE/GENERAL FUND-\$57,507.11 deposited into R-0050-A000-A02.500 on dates below-

06/03/2022	\$1,326.55
06/03/2022	\$159.83
06/03/2022	\$522.31
06/03/2022	\$253.87
06/03/2022	\$133.28
06/03/2022	\$2,022.38
06/06/2022	\$111.10

06/06/2022	\$38,236.19
06/07/2022	\$258.51
06/07/2022	\$689.26
06/10/2022	\$126.88
06/24/2022	\$384.56
06/24/2022	\$9,082.84
06/27/2022	\$3,662.79
06/27/2022	\$101.27
06/27/2022	\$432.49
TOTAL	\$57,504.11

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 July 13, 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 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 July 6, 2022. Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING ELIZABETH FODOR AS
FULL-TIME DEPUTY CLERK FOR WESTERN DIVISION COURT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Elizabeth Fodor as a full-time Deputy Clerk for Western Division Court, effective July 18, 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 REAPPOINTING GARY OBLOY TO THE BOARD OF
COMMISSIONERS OF THE BELMONT METROPOLITAN HOUSING AUTHORITY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the reappointment of Mr. Gary Obloy to the Board of Commissioners of the Belmont Metropolitan Housing Authority, effective August 1, 2022 to August 1, 2027, based upon the recommendation of Summer Jenkins, Executive Director. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF
UNSPECIFIED DONATIONS /DOG & KENNEL FUND**

Motion made by Mr. Meyer, seconded by Mr. Dutton to acknowledge receipt of \$7,500.40 in unspecified donations to the Belmont County Dog and Kennel fund for the second quarter of 2022, as follows: \$2,500.82 for April, \$3,048.56 for May and \$1,951.02 for June. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF
UNSPECIFIED DONATIONS /ANIMAL SHELTER GENERAL FUND**

Motion made by Mr. Meyer, seconded by Mr. Dutton to acknowledge receipt of \$299.40 in unspecified donations to the Animal Shelter (general fund) for the second quarter of 2022, as follows: \$78.44 for April, \$105.77 for May and \$115.19 for June. Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM
JOHNSON BOILER WORKS, INC/BCDJFS**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the quote from Johnson Boiler Works, Inc., in the amount of \$4,890.00 to supply materials and labor to install a Mini Split Inverter heat pump in maintenance office at the Belmont County Department of Job & Family Services. Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM
AG-PRO COMPANIES/BUILDING & GROUNDS DEPT.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve quote from Ag-Pro Companies for one (1) Steiner 450 – 32hp mower in the amount of \$27,148.99 and trade-in one (1) 2011 Steiner 440 mower for the trade-in amount of \$9,000.00 for the Belmont County Building and Grounds Department; final price is \$18,148.99.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RENEWAL
OF VENDOR AGREEMENT ON BEHALF OF BCDJFS
FOR PROVIDING GASOLINE TO TITLE XIX (19) ELIGIBLE PERSONS**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a renewal of a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2022 through June 30, 2023 as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
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52645 National Rd LLC (DBA Hilltop Sunoco)	\$15,000.00
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES	
<u>VENDOR AGREEMENT</u>	

This agreement to provide gasoline is made and entered into this 13th day of July 2022 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and 52645 National Road LLC (DBA Hilltop Sunoco), a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2022 through June 30, 2023 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

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

I hereby understand and agree to the terms of this agreement.
This agreement signed on 13th day of July 2022.

Jeffery L. Felton /s/
Jeffery Felton, Director
BCDJFS
Date: 7/6/2022
Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075
J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner
Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
Josh Meyer /s/
Josh Meyer
Belmont County Commissioner
Approved as to form:
David K. Liberati /s/ Assist PA
Prosecutor

Signature: M. B. Donda /s/
Printed Name: _____
Date: 6/29/22
E-Mail Address: _____
Business Name: _____
Address: _____

7/13/22
Date

7-13-22
Date

7/13/22
Date

7-11-22
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPT. OF JOB AND FAMILY SERVICES AND COMMUNITY ACTION COMMISSION OF BELMONT COUNTY

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 & Family Services and the Community Action Commission of Belmont County, for Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth, in the not to exceed amount of \$457,723.00, effective July 1, 2022 to June 30, 2023 for Program Year 2022.

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

Whereas, this contract, entered into on the **13th** day of **July 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth of Belmont County for Program Year 2022 (July 1, 2022-June 30, 2023). These services are four (4) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075
- Contractor:** The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293

III CONTRACT PERIOD

This contract and its terms for Program Year 2022 (PY22) will become effective on July 1, 2022. The termination date of this contract is June 30, 2023. This contract is the first year of a four-year RFP for the above-mentioned services. The contract may be renewed automatically for up to three (3) Program Years (PY23, PY24 and PY25) based upon satisfactory performance.

IV DEFINITIONS

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

Allowable Costs

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

Basic Skills Deficient

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

Attending School

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

Out-of-School Youth Eligibility Requirements

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

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

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

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

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;

- A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)], a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
- Pregnant or parenting;
- An individual with a disability; or
- An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

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

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

Participation

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

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Adult Mentoring

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

Financial Literacy

Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending, credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

Follow-Up Services

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

Employability Skills

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

Post-Secondary Education

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

Qualified Apprenticeships

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

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.

7. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

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

C. Service Requirements

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

- **Financial Literacy:** Services to enhance an individual's ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending; credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.
- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

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

Performance Standards

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
5. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**
6. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

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

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

Contractual Reviews

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

E. Performance Reporting

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

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.
The Purchaser and Contractor will determine the format of these reports.
The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser’s discretion.

F. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$457,723.00. This is further restricted as follows:

- \$302,905.00 is CCMEP TANF Funds (CFDA #93.558)
 - Of this funding, \$197,260.00 is allocated toward Work Experience; \$42,432.00 is allocated toward Leadership Development; \$42,432.00 is allocated toward Adult Mentoring; and \$20,781.00 is allocated toward Financial Literacy.
- \$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)
- \$129,818.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds
 - Of this funding, \$84,540.00 is allocated toward Work Experience; \$18,186.00 is allocated toward Leadership Development; \$18,186.00 is allocated toward Adult Mentoring; and \$8,906.00 is allocated toward Financial Literacy.
 - Work Experience proposal includes 84 youth served working approximately 177 hours each for an average of \$3,354.76 per youth. 84 youth are expected to be served in the Leadership Development at a per youth cost of \$721.64. 84 youth are expected to be participating in the Adult Mentoring at a per unit cost of \$721.64. Ten out of school youth are anticipated to be served by the Financial Literacy component at a cost of \$2,968.70 per youth.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.
Reasons for denial of payment include but are not limited to

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

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

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

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$25,587.00
Operating Staff Wages and Fringes	\$133,426.00
Participant Wages and Fringes	\$247,262.00
Operating Expenses	\$43,026.00
Administrative Expenses	\$8,422.00
TOTAL COST:	\$457,723.00
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$457,723.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.
Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.
If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.
The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

- XI

DISPOSITION OF ASSETS
Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.
- XII

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

INSURANCE
The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.
The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.
- XIV

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

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

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

CONFLICT OF INTEREST AND DISCLOSURE
Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.
The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a county employee has with the Contractor or in its business.
- XVIII

COMPLIANCE
The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board’s policy in the performance of work under this contract.
The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor’s employees.
The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.
- XIX

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

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

SUBCONTRACTS
The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the 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 contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.
- XXIII

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

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

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

XXVI INDEMNIFICATION

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.
During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.
The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES:

Jeffery L. Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)579-0279

7/7/2022
Date

J. P. Dutton /s/
J. P. Dutton, Belmont County Commissioner
Jerry Echemann /s/

7/13/22
Date
7-13-22

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

In-School Youth Eligibility Requirements

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

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

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

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

Participation

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

Adult Mentoring

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

Follow-Up Services

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

Employability Skills

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

Post-Secondary Education

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

Qualified Apprenticeships

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

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

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

- 9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

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

C. Service Requirements

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

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

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

Performance Standards

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

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

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

Contractual Reviews

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

E. Performance Reporting

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

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

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

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

F. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$188,442.86. This is further restricted as follows:

- \$56,533.00 must be spent on CCMEP WIOA eligible participants/STEM Initiative
- \$131,910.00 must be spent on CCMEP TANF eligible participants

The proposal allows for up to sixty-five (65) youth to be served at a per unit cost of \$2899.12. The budget consists of 30% WIOA funding and 70% TANF funding.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to

- E. Failure to meet services requirements;
- F. Failure to meet performance standards;
- G. Failure to meet performance reporting requirements; and

H. Failure to meet evaluation and monitoring requirements.
In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.
The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Direct Salary of Two (2) Career Navigators	\$131,764.11
Career Navigator Direct Fringe Benefits	\$26,476.22
Operating Expenses	\$22,311.63
Indirect Costs	\$7890.90
TOTAL COST:	\$188,442.86
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$188,442.86

Detailed List of Operating Expenses:

Detailed List of Operating Expenses:

1. Mileage: \$10,050.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$5,000.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$3,500.63 includes copies and handouts
4. Professional Development: \$3,761.00 Contractor staff trainings are to be determined. The contractor must submit proposed training sessions to the Purchaser for review and approval prior to registering for any training sessions.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

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

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the 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 contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the

Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

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

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

XXXIII COPELAND “ANTI-KICKBACK” ACT
The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5

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

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

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

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

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

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

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

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

SIGNATURES:

<u>Jeffery L. Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)579-0279	<u>7/6/2022</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Belmont County Commissioner	<u>7/13/22</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Belmont County Commissioner	<u>7-13-22</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Belmont County Commissioner	<u>7/13/22</u> Date
<u>Randy J. Lucas /s/</u> Randy Lucas, Superintendent East Central Ohio Educational Service Center 834 East High Avenue New Philadelphia OH 44663	<u>6/30/22</u> Date
Approved as to form: <u>David K. Liberati /s/ Assist PA</u> Belmont County Prosecutor	<u>7-11-22</u> Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE OHIO DEPARTMENT OF DEVELOPMENT
BROWNFIELD REMEDIATION PROGRAM GRANT AGREEMENT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into the Ohio Department of Development Brownfield Remediation Program Grant Agreement in the amount of \$897,460.00 for the period of January 1, 2022 to June 30 2023.

**Ohio Department of Development
Brownfield Remediation Program
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Belmont County Board of Commissioners** (the "Grantee") for the period **January 1, 2022 to June 30, 2023**, set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$897,460.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
- 2. Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134th General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
- 3. Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** and until satisfactorily completed.
- 4. Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
- 5. Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the

above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final 10% of funding until Grantee confirms matching funds are expended.

- 6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting.**
- 7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
- 8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
 - i. Single Audit: Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
 - ii. Grant Specific Audit: Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
 - iii. Audit Standards: Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
- 9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting.**
- 10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.

- b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by **Exhibit II** that the information reported by Grantee is true, complete and correct.
- 11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
- 12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.
- 13. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
 - a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
 - b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 14, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
 - c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of

Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.

- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain on file and produce a copy at the request of the Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

14. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Failure to spend matching funds, if applicable.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

15. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any

material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
 - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Liability.**
- a. **Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
19. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
20. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this

Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement

21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
22. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee’s obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers’ compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.

26. **Miscellaneous.**

- a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.

27. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

28. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

29. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement

30. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

- a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i. In the case of Grantor, to:

Ohio Department of Development
Office of Energy and Environment
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

Attn: Deputy Chief

ii. In the case of Grantee, to:

Belmont County Board of Commissioners
101 W Main St Saint Clairsville, OH 43950

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Belmont County Board of Commissioners

X *[Signature]* X *[Signature]*
Authorized Official
JERRY ECHEMANN J. P. DUTTON
JOSH MEYER

Printed Name: MEMBER VICE-PRESIDENT
PRESIDENT

Title: 7-13-22

Date:

Grantor:

State of Ohio, Department of Development

By: _____

Printed Name: _____

Title: _____

Date: _____

Upon roll call the vote was as follows:

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

Mr. Meyer said these funds will be used to demo the old Hab Center which has been out of use publicly for many years. The county has used it for back-up storage.

TO THE ENTERPRISE/RESALE MASTER SERVICES AGREEMENT WITH BELMONT COUNTY GIG

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Amendment #1 which is adding Exhibit C to the Enterprise/Resale Master Services agreement approved on June 1, 2022 with Belmont County Gig for internet service.

Note: Exhibit C is for high-speed internet and related services for Business and Government. Belmont County EMA will be receiving internet service from Belmont Gig.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER’S PROJECT 22-4 BEL-CR5-13.52/16.27, BEL-CR5-16.60/17.51 & BEL-CR26-0.00/1.25 OPWC PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for the Belmont County Engineer’s Paving Project 22-4: BEL-CR5-13.52/16.27, BEL-CR5-16.60/17.51 & BEL-CR26-0.00/1.25 OPWC Project CR25Z/CR26Z to the low bidder, Shelly & Sands, Inc., in the amount of \$968,252.55, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER’S PROJECT 22-5 BEL-CR44-1.13/4.30, OPWC PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for the Belmont County Engineer’s Paving Project 22-5: BEL-CR44-1.13/4.30, OPWC Project CR22Z/CR23Z to the low bidder, Shelly & Sands, Inc., in the amount of \$765,111.50, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR THE OTTO-SCALES ROAD WATER MAIN EXTENSION PROJECT TO LITTMAN EXCAVATING, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Otto-Scales Road Water Main Extension Project to the low bidder, Littman Excavating, Inc., in the amount of \$277,074.06, and authorize Commission President Josh Meyer to sign the Notice of Award, based upon the recommendation of Jeff Vaughn, Project Engineer.

Note: Engineer’s estimate: \$294,000.00. The cost estimate has increased to \$319,824.06 due to distribution/manufacturing delays and material availability.

Upon roll call the vote was as follows:

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

Mr. Dutton said there are several motions today which are a good summary of the state and federal dollars coming into Belmont County.

OPEN PUBLIC FORUM-Frank Papini, St. Clairsville, questioned the Board of Commissioners on their decision not to allocate funds to Wheeling Health Right. Kathy Brown, Director of Wheeling Health Right, told Mr. Papini that if Belmont County does not allocate any funds to them Belmont County residents will not receive treatment. Mr. Papini said that the United Way decreased their allocation to Wheeling Health Right. Mr. Meyer said they have not spoken to Ms. Brown directly, but are open to talking to her. He explained they have gotten away from funding non-profits. Mr. Dutton said he didn’t realize that Belmont County’s funding determined if Belmont County residents would receive treatment. He said they would discuss the matter further.

RECESS

9:30 Belmont County Budget Hearing FY 2023

Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

Mr. Meyer said a lot of hours are put in working on the budget. There have been a lot of changes in other offices. He said each department have turned in preliminary numbers for 2023. Mr. Meyer noted tax revenue has increased from last year. He said the budget is one of the most important things the board deals with. Mr. Dutton said the process has changed over the last few years and they are always making adjustments. He said there is never enough funds to go around. The Commissioners thanked the staff for the good work that they do.

IN THE MATTER OF APPROVING AND HEREBY SUBMIT THE BELMONT COUNTY BOARD OF COMMISSIONERS’ ANNUAL BUDGET FOR FISCAL YEAR COMMENCING JANUARY 1, 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for the fiscal year commencing January 1, 2023 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

RECESS

Public Hearing-Road Improvement 1186

Re: Vacation of a portion of Kentucky Avenue, Colerain Township

Present: Judi and Mark Lude, Petitioners, John and Anthony Zoumpoulidis, residents, and Will Eddy, Drafting Technician II.

Mr. Eddy said if the vacate is granted the 40’ road would be split between the petitioners and the residents. Mr. Zoumpoulidis does not want the vacate because he thinks it would limit his access to his shed at the back of his property. Mr. Eddy said Terry Lively, Belmont County Engineer, recommends the road be vacated. Present at the viewing were Commissioners Meyer, Dutton and Echemann, Will Eddy, Mark and Judi Lude and John and Anthony Zoumpoulidis. Mrs. Lude is in favor of the vacate. She says ORC states if the township has not maintained the road for 20 years it can be vacated. The right-of-way is not accessible to the public. Mrs. Lude feels all of the requirements of the regulations have been met for the vacate. Mr. Eddy said both have sheds in the right-of-way. John Zoumpoulidis said he will not have access in the front or back and the Lude’s will have to go through his driveway for access to their shed. Anthony Zoumpoulidis said their shed was put up twenty-five years ago, the Lude’s shed was put up eight or nine years ago. Mr. Meyer explained this issue started years ago and there were several missteps. He said it is dictated by ORC that the Commissioners make the decision to vacate or not and added according to law the petitioners have the right

to see the road vacated. Mr. Meyer noted no one from the township attended the viewing. He hopes both parties can reach an amicable agreement. Mr. Dutton noted both property owners have used the road for private use, but it is public property.

REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1186

IN THE MATTER OF: DATE: July 13, 2022
THE VACATION OF A PORTION OF KENTUCKY AVE.
COLERAIN TOWNSHIP SEC.7 T-7, R-3
WEST LAWN SUBDIVSION CAB. A SLIDE 141

To the Board of County Commissioners of Belmont County, Ohio:
The undersigned, in obedience to your order, dated **July 6, 2022**
Proceeded on **July 13, 2022** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:
In the opinion of the undersigned the proposed improvement should be granted.
An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.
An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:
“See Attached Plat”

Terry Lively /s/
Terry D. Lively, P.S., P.E.,
COUNTY ENGINEER OF BELMONT CO, OH

IN THE MATTER OF THE VACATION OF
A PORTION OF KENTUCKY AVENUE
COLERAIN TWP. SEC. 7, T-7, R-3/RD IMP 1186
Office of County Commissioners
Belmont County, Ohio
RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.
Rd. Imp. #1186

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 13th day of July 2022, in the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Dutton
Mr. Echemann

Mr. Meyer moved the adoption of the following Resolution:
WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and
WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it
RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further
RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.
RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further
Mr. Dutton seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 13th day of July, 2022

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:43 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 11:49 A.M.
Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:49 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 two motions for the board to consider.

IN THE MATTER OF HIRING BRANDY SMITH
AS FULL-TIME INCOME MAINTENANCE AIDE II/DJFS
Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Brandy Smith as full-time Income Maintenance Aide II at Belmont County Department of Job and Family Services, effective July 18, 2022.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A ONE-TIME
PAYMENT TO THE FOLLOWING EMPLOYEES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve a one-time payment to the following employees in the amount of \$1,000.00 to be paid with their July 22, 2022 paycheck:

Christine Parker
Donna Cottage
John LaRoche
Kathaleen Dobson
Lori O'Grady
Mike Schlanz
Rosalee Ralston

Upon roll call the vote was as follows:

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

Mr. Meyer noted this is a result of these employees being off of the pay scale that was recently increased in late June and this is a one-time payment.

Mr. Meyer said there are two additional motions that are not the result of executive session.

**IN THE MATTER OF A RESOLUTION APPROVING
THE FILING OF THE APPLICATION FOR THE OHIO
DEPARTMENT OF NATURAL RESOURCES STATE
OF OHIO NATUREWORKS GRANT**

Motion made by Commissioner Meyer, seconded by Commissioner Dutton to approve the following:

RESOLUTION

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program; and
WHEREAS, the Belmont County Commissioners desires financial assistance under the NatureWorks Grant Program,
NOW, THEREFORE, be it resolved by the Belmont County Commissioners
That the Belmont County Commissioners approves filing this application for financial assistance.

That Commission President Josh Meyer is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.
That the Belmont County Commissioners does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the **NatureWorks Grant Program**.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE INTER-AGENCY AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS, THE SHERIFF’S OFFICE
AND THE ROAD HOME ANIMAL PROJECT, INC.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into the Inter-Agency agreement between the Board of Commissioners of Belmont County, the Belmont County Sheriff’s Office and The Road Home Animal Project, Inc. for the purposes of raising funds, implementing and maintaining the Belmont County Dog Park Project.

INTER-AGENCY AGREEMENT

This Inter-Agency agreement exists by and between the Board of Commissioners of Belmont County, the Belmont County Sheriff's Office, and The Road Home Animal Project, Inc. for the purposes of raising funds, implementing and maintaining the Belmont County Dog Park Project. The parties agree as follows:

Board of Commissioners:

The Board of Commissioners have allocated an area of 2 acres (give or take) of Parcel 32-60014.000 with an address of 68475 Bannock Road, St. Clairsville, Ohio for a period of 15 years (or until 2038 as provided in the requirements for the Natureworks 28th Round Application for grant money from the Ohio Department of Natural Resources) for the inter-agency project of the Belmont County Dog Park. The Board of Commissioners agree to pursue any other grants or other funding available to the governmental entity that it sees fit for the purposes of the Belmont County Dog Park. The Board of Commissioners will administer any funds awarded to the governmental entity in accordance with the regulations of the Auditor of the State of Ohio.

Belmont County Sheriff’s Office:

The Belmont County Sheriff’s Office agrees to provide grant writing and administrative support, fundraising, monitoring and securing the Belmont County Dog Park, and maintenance of the Belmont County Dog Park through its Law Enforcement Explorer Program and other volunteers. The Belmont County Sheriff’s Office, in conjunction with the Road Home Animal Project will oversee the implementation of the Belmont County Dog Park Project in accordance with the budget provided. Belmont County Sheriff’s Office will coordinate donations of materials and labor with The Road Home Animal Project to ensure recognition of the value of said donations.

The Road Home Animal Project:

The Road Home Animal Project agrees to serve as the administrative agency for any funds collected through donations, fundraising and pursue of grants or other funding sources. As a 501(c)(3) organization, it shall maintain a separate bank account for money designated for the Belmont County Dog Park Project, provide an accounting of same on a quarterly basis to the Board of Commissioners and the Belmont County Sheriff’s Office, file the necessary state and federal tax or other required forms and maintain standard accounting practices as overseen by their external accountant. The Road Home Animal Project will coordinate with the Belmont County Sheriff’s Office on implementation of the project in accordance with the budget and acknowledge donations to ensure recognition of the value of said donations.

By the signatures noted below, the parties to the Inter-Agency Agreement agree to be so bound.

Board of Commissioners of Belmont County:

Josh Meyer Date: 7/13/22

Josh Meyer, President

Jerry Echemann /s/ Date: 7-13-22

Jerry Echemann, Commissioner

J. P. Dutton /s/ Date: 7-13-22

J.P. Dutton, Commissioner

Belmont County Sheriff’s Office:

David M. Lucas /s/ Date: 7/14/22

David M. Lucas, Sheriff

The Road Home Animal Project:

Chris Shriver /s/ Date: 7/14/22

Chris Shriver, President

APPROVED AS TO FORM:
David K. Liberati /s/ Assist PA
Upon roll call the vote was as follows:

Date: 7-14-22

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:54 A.M.
Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 11:54 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of July, 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 /s/ CLERK