St. Clairsville, Ohio September 7, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, Commissioners and Bonnie Zuzak, Clerk of the Board.

#### **MEETINGS ARE NOW BEING RECORDED** ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

# **IN THE MATTER OF APPROVING RECAPITULATION**

#### **OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

#### **IN THE TOTAL AMOUNT OF \$1,119,992.48**

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  | <b>AMOUNT</b> |
|--|---|---------------|
| E-0051-A001-A08.000 Travel & Expenses      | E-0051-A001-A10.000 Professional Services | \$12,937.63   |
| E-0051-A001-A09.000 Advertising & Printing | E-0051-A001-A10.000 Professional Services | \$997.35      |
| E-0051-A001-A29.000 Bel-O-Mar              | E-0051-A001-A10.000 Professional Services | \$953.50      |
| <b>H00 PUBLIC ASSISTANCE FUND</b>          |   |               |
| FROM                                       | TO  | <b>AMOUNT</b> |
| E-2510-H000-H17.000 Other Expenses         | E-2510-H000-H05.000 Public Assistance     | \$200,000.00  |

**P05 WATER WORKS** FUND/BCWSD

**FROM** TO **AMOUNT** E-3702-P005-P21.000 Materials E-3702-P005-P23.011 Services \$9,884.00

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 September 7, 2022, meeting: **A00 GENERAL FUND** 

| AUU GENERAL FUND                           |                                |              |
|--|--------------------------------|--------------|
| E-0051-A001-A51.000                        | Oil & Gas Commrs               | \$86.785.72  |
| E-0057-A006-F08.000                        | Other Expenses                 | \$347.76     |
| B00 DOG & KENNEL FUND                      | •                              |              |
| E-1600-B000-B07.000                        | Veterinary Services            | \$82.50      |
| <b>N03 FEMA PROJECTS ENGINEERS</b>         |                                |              |
| E-9003-N003-N04.055                        | Contract Services-Construction | \$343,000.00 |
| <b>S30 OAKVIEW JUVENILE REHABILITATION</b> |                                |              |
| E-8010-S030-S54.000                        | Food                           | \$80.00      |
| <b>S32 OAKVIEW JUVENILE-ACTIVITY FUND</b>  |                                |              |
| E-8012-S032-S00.000                        | Activity Fund                  | \$200.34     |
| Y41 INDIGENT APPLICATION FEES/AUDITOR      | <u>.</u>                       |              |
| E-9841-Y041-Y01.000                        | Remit to State                 | \$231.96     |
| E-9841-Y041-Y02.000                        | Remit to County                | \$927.84     |
| Y42 RECOUPMENT FEES INDIGENT/AUDITO        | <u>R</u>                       |              |
| E-9842-Y042-Y01.000                        | Remit to State                 | \$200.00s    |
| Upon roll call the vote was as follows:    |                                |              |
|  |                                |              |

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

# IN THE MATTER OF TRANSFER OF FUNDS FOR

# THE DELTA DENTAL CHARGEBACKS FOR

# THE MONTHS OF AUGUST AND SEPTEMBER 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Delta Dental Chargebacks for the months of August and September 2022

|                                | FROM                | то                  | TOTAL     |
|--------------------------------|---------------------|---------------------|-----------|
| GENERAL                        | E-0256-A014-A12.006 | R-9891-Y091-Y07.500 | 19,066.87 |
| PUBLIC DEFENDER                | E-0170-A006-G10.000 | R-9891-Y091-Y07.500 | 570.95    |
| BD OF ELECTIONS                | E-0181-A003-A11.000 | R-9891-Y091-Y07.500 | 329.08    |
| GRANT / JUVENILE COURT         |                     |                     |           |
| CARE & CUSTODY (C-CAP) JUV     | E-0400-M060-M29.008 | R-9891-Y091-Y07.500 |           |
| CARE & CUSTODY                 | E-0400-M060-M84.008 | R-9891-Y091-Y07.500 |           |
| ALTERNATIVE/JUV. CT.           | E-0400-M067-M05.008 | R-9891-Y091-Y07.500 | 205.76    |
| TITLE IV-E/RANDOM MOMENTS      | E-0400-M078-M02.008 | R-9891-Y091-Y07.500 | 102.88    |
| DIST DETENTION HOME            | E-0910-S033-S47.006 | R-9891-Y091-Y07.500 | 1,587.60  |
| COUNTY RECORDER                | E-1210-S078-S14.006 | R-9891-Y091-Y07.500 |           |
| DRETAC-TREAS                   | E-1410-W082-T07.006 | R-9891-Y091-Y07.500 |           |
| REAL ESTATE ASSESSMENT         | E-1310-J000-J06.000 | R-9891-Y091-Y07.500 | 524.62    |
| PROS-VICTIM                    | E-1511-W080-P07.006 | R-9891-Y091-Y07.500 |           |
| MHAS SUBSIDY GRANT             | E-1518-S075-S03.002 | R-9891-Y091-Y07.500 |           |
| CORRECTIONS ACT GRANT          | E-1520-S077-S04.006 | R-9891-Y091-Y07.500 | 102.88    |
| COMMON PLEAS/GEN SP/MED        | E-1544-S054-S05.000 | R-9891-Y091-Y07.500 |           |
| TARGETED COMM ALTERN TO P      | E-1545-S055-S02.002 | R-9891-Y091-Y07.500 | 102.88    |
| PROBATION SERV. GRANT          | E-1546-S056-S04.001 | R-9891-Y091-Y07.500 | 205.76    |
| WESTERN -SPEC PROJ             | E-1551-S088-S03.006 | R-9891-Y091-Y07.500 | 102.88    |
| NORTHERN-SPEC PROJ             | E-1561-S086-S03.006 | R-9891-Y091-Y07.500 | 102.88    |
| EASTERN-SPEC PROJ              | E-1571-S087-S03.006 | R-9891-Y091-Y07.500 | 102.88    |
| DOG & KENNEL                   | E-1600-B000-B13.006 | R-9891-Y091-Y07.500 | 318.86    |
| AUDITOR CLERK HIRE & SUPP      | E-1611-B000-B01.002 | R-9891-Y091-Y07.500 |           |
| MEDATION GRANT                 | E-1573-S074-S05.006 | R-9891-Y091-Y07.500 |           |
| SOIL CONSERVATION              | E-1810-L001-L14.000 | R-9891-Y091-Y07.500 | 178.28    |
| WATERSHED COORD.               | E-1815-L005-L15.006 | R-9891-Y091-Y07.500 |           |
| COUNTY HEALTH DEPT             |                     |                     |           |
| County Health                  | E-2210-E001-E15.006 | R-9891-Y091-Y07.500 | 321.63    |
| Trailer Parks                  | E-2211-F069-F04.000 | R-9891-Y091-Y07.500 | 11.83     |
| Public Health Em. Readiness    | E-2229-F081-F01.001 | R-9891-Y091-Y07.500 | 131.57    |
| PREP                           | E-2230-F082-F01.002 | R-9891-Y091-Y07.500 |           |
| Get Vaccinated                 | E-2236-F088-F01.002 | R-9891-Y091-Y07.500 | 18.00     |
| Integrated Naloxone Access     | E-2237-F089-F01.002 | R-9891-Y091-Y07.500 | 18.76     |
| Public Health Em. Prep.        | E-2231-F083-F01.002 | R-9891-Y091-Y07.500 | 35.32     |
| Reproductive Health & Wellness | E-2215-F077-F01.002 | R-9891-Y091-Y07.500 | 67.90     |
| Home Sewage Treatment System   | E-2227-F074-F06.000 | R-9891-Y091-Y07.500 | 126.03    |
| Nursing Fund                   | E-2232-F084-F02.008 | R-9891-Y091-Y07.500 | 46.46     |
| Child & Family Health Services | E-2233-F085-F01.002 | R-9891-Y091-Y07.500 | 115.48    |
| Vital Statistics               | E-2213-F075-F02.003 | R-9891-Y091-Y07.500 | 10.28     |
| Food Service                   | E-2218-G000-G06.003 | R-9891-Y091-Y07.500 | 192.90    |
| Water Systems                  | E-2219-N050-N05.000 | R-9891-Y091-Y07.500 | 11.83     |

| Pools/Spas              | E-2220-P070-P01.002 | R-9891-Y091-Y07.500 | 6.43      |
|-------------------------|---------------------|---------------------|-----------|
| MENTAL HEALTH           | E-2310-S049-S63.000 | R-9891-Y091-Y07.500 | 449.22    |
| HUMAN SERVICES          | E-2510-H000-H16.006 | R-9891-Y091-Y07.500 | 1,683.78  |
| CSEA                    | E-2760-H010-H12.006 | R-9891-Y091-Y07.500 | 102.88    |
| K-1                     | E-2811-K200-K10.006 | R-9891-Y091-Y07.500 | 37.70     |
| K-11                    | E-2812-K000-K20.006 | R-9891-Y091-Y07.500 | 205.76    |
| K-25                    | E-2813-K000-K39.006 | R-9891-Y091-Y07.500 | 102.88    |
| WATER/SEWER DEPT        |                     |                     |           |
| W.W.S. #3               | E-3702-P005-P31.000 | R-9891-Y091-Y07.500 | 2,699.40  |
| S.S.D. #2               | E-3705-P053-P15.000 | R-9891-Y091-Y07.500 | 707.45    |
| WIC                     | E-4110-T075-T52.008 | R-9891-Y091-Y07.500 | 308.64    |
| SENIOR SERVICES PROGRAM | E-5005-S070-S06.006 | R-9891-Y091-Y07.500 | 4,176.52  |
| CLERK OF COURTS         | E-6010-S079-S07.006 | R-9891-Y091-Y07.500 | 421.74    |
| OAKVIEW JUVENILE        | E-8010-S030-S68.006 | R-9891-Y091-Y07.500 | 1,344.14  |
| DRETAC-PROS ATTY        | E-1510-W081-P07.006 | R-9891-Y091-Y07.500 | 102.88    |
| PORT AUTHORITY          | E-9799-S012-S02.006 | R-9891-Y091-Y07.500 | 37.70     |
| TOTALS                  |                     | R-9891-Y091-Y07.500 | 37,100.17 |

Upon roll call the vote was as follows:

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

# IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION

# CHARGEBACKS FOR THE MONTHS OF AUGUST AND SEPTEMBER 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Vision Chargebacks for the months of August and September 2022

|                               | FROM                | то                  | TOTAL    |
|-------------------------------|---------------------|---------------------|----------|
| GENERAL                       | E-0256-A014-A11.006 | R-9891-Y091-Y06.500 | 5,363.91 |
| PUBLIC DEFENDER               | E-0170-A006-G10.000 | R-9891-Y091-Y06.500 | 156.69   |
| BD OF ELECTIONS               | E-0181-A003-A11.000 | R-9891-Y091-Y06.500 | 100.08   |
| GRANTS/JUVENILE COURT         |                     |                     |          |
| CARE & CUSTODY (C-CAP) JUV.CT | E-0400-M060-M29.008 | R-9891-Y091-Y06.500 |          |
| CARE & CUSTODY                | E-0400-M060-M84.008 | R-9891-Y091-Y06.500 |          |
| ALTERNATIVE SCHOOL/JUV. CT    | E-0400-M067-M05.008 | R-9891-Y091-Y06.500 | 55.44    |
| TITLE IV-E/RANDOM MOMENTS     | E-0400-M078-M02.008 | R-9891-Y091-Y06.500 | 27.72    |
| DIST DETENTION HOME           | E-0910-S033-S47.006 | R-9891-Y091-Y06.500 | 449.01   |
| COUNTY RECORDER               | E-1210-S078-S14.006 | R-9891-Y091-Y06.500 |          |
| REAL ESTATE ASSESSMENT        | E-1310-J000-J06.000 | R-9891-Y091-Y06.500 | 147.06   |
| DRETAC-TREAS                  | E-1410-W082-T07.006 | R-9891-Y091-Y06.500 |          |
| MHAS SUBSIDY GRANT            | E-1518-S075-S03.002 | R-9891-Y091-Y06.500 |          |
| CORRECTIONS ACT GRANT         | E-1520-S077-S04.006 | R-9891-Y091-Y06.500 | 27.72    |
| PROS-VICTIM                   | E-1511-W080-P07.006 | R-9891-Y091-Y06.500 |          |
| COMMON PLEAS/GEN. SP/MED      | E-1544-S054-S05.000 | R-9891-Y091-Y06.500 |          |
| TARGETED COMM ALTERN TO PR    | E-1545-S055-S02.002 | R-9891-Y091-Y06.500 | 27.72    |
| PROBATION SERV. GRANT         | E-1546-S056-S04.001 | R-9891-Y091-Y06.500 | 55.44    |
| WESTERN-SPEC. PROJ.           | E-1551-S088-S03.006 | R-9891-Y091-Y06.500 | 27.72    |
| NORTHERN-SPEC. PROJ.          | E-1561-S086-S03.006 | R-9891-Y091-Y06.500 | 27.72    |
| EASTERN SPEC. PROJ.           | E-1571-S087-S03.006 | R-9891-Y091-Y06.500 | 27.72    |
| DOG & KENNEL                  | E-1600-B000-B13.006 | R-9891-Y091-Y06.500 | 91.62    |

| AUDITORS CLERK HIRE & SUPP              | E-1611-B000-B01.002 | R-9891-Y091-Y06.500 |           |
|---|---------------------|---------------------|-----------|
| MEDIATION GRANT                         | E-1573-S074-S05.006 | R-9891-Y091-Y06.500 |           |
| SOIL CONSERVATION                       | E-1810-L001-L14.000 | R-9891-Y091-Y06.500 | 51.84     |
| WATERSHED COORD.                        | E-1815-L005-L15.006 | R-9891-Y091-Y06.500 |           |
| COUNTY HEALTH DEPT                      |                     |                     |           |
| County Health                           | E-2210-E001-E15.006 | R-9891-Y091-Y06.500 | 91.90     |
| Trailer Parks                           | E-2211-F069-F04.000 | R-9891-Y091-Y06.500 | 4.19      |
| Public Health Em. Rediness              | E-2229-F081-F01.001 | R-9891-Y091-Y06.500 | 41.56     |
| PREP                                    | E-2230-F082-F01.002 | R-9891-Y091-Y06.500 |           |
| Get Vaccinated                          | E-2236-F088-F01.002 | R-9891-Y091-Y06.500 | 5.20      |
| Integrated Naloxone Access              | E-2237-F089-F01.002 | R-9891-Y091-Y06.500 | 5.44      |
| Public Health Emerg. Prep.              | E-2231-F083-F01.002 | R-9891-Y091-Y06.500 | 11.00     |
| Reproductive Health & Wellness          | E-2215-F077-F01.002 | R-9891-Y091-Y06.500 | 35.83     |
| Home Sewage Treatment System            | E-2227-F074-F06.000 | R-9891-Y091-Y06.500 | 43.90     |
| Nursing Fund                            | E-2232-F084-F02.008 | R-9891-Y091-Y06.500 | 14.86     |
| Child & Family Health Services          | E-2233-F085-F01.002 | R-9891-Y091-Y06.500 | 33.48     |
| Vital Statistics                        | E-2213-F075-F02.003 | R-9891-Y091-Y06.500 | 4.16      |
| Food Service                            | E-2218-G000-G06.003 | R-9891-Y091-Y06.500 | 65.45     |
| Water Systems                           | E-2219-N050-N05.000 | R-9891-Y091-Y06.500 | 4.19      |
| Pools/Spas                              | E-2220-P070-P01.002 | R-9891-Y091-Y06.500 | 2.26      |
| MENTAL HEALTH                           | E-2310-S049-S63.000 | R-9891-Y091-Y06.500 | 122.94    |
| HUMAN SERVICES                          | E-2510-H000-H16.006 | R-9891-Y091-Y06.500 | 455.58    |
| CSEA                                    | E-2760-H010-H12.006 | R-9891-Y091-Y06.500 | 27.72     |
| K-1                                     | E-2810-K200-K10.006 | R-9891-Y091-Y06.500 | 12.06     |
| K-2                                     | E-2811-K200-K10.006 | R-9891-Y091-Y06.500 |           |
| K-11                                    | E-2812-K000-K20.006 | R-9891-Y091-Y06.500 | 543.60    |
| K-25                                    | E-2813-K000-K39.006 | R-9891-Y091-Y06.500 | 194.04    |
| WATER/SEWER DEPT                        |                     |                     |           |
| W.W.S. #3                               | E-3702-P005-P31.000 | R-9891-Y091-Y06.500 | 735.46    |
| S.S.D. #2                               | E-3705-P053-P15.000 | R-9891-Y091-Y06.500 | 198.65    |
| WIC                                     | E-4110-T075-T52.008 | R-9891-Y091-Y06.500 | 83.16     |
| SENIOR SERVICES PROGRAM                 | E-5005-S070-S06.006 | R-9891-Y091-Y06.500 | 1,131.84  |
| CLERK OF COURTS                         | E-6010-S079-S07.006 | R-9891-Y091-Y06.500 | 119.34    |
| OAKVIEW JUVENILE                        | E-8010-S030-S68.006 | R-9891-Y091-Y06.500 | 375.48    |
| DRETAC-PROS ATTY                        | E-1510-W081-P07.006 | R-9891-Y091-Y06.500 | 27.72     |
| PORT AUTHORITY                          | E-9799-S012-S02.006 | R-9891-Y091-Y06.500 | 12.06     |
| TOTAL                                   |                     |                     | 11,040.48 |
| Upon roll call the vote was as follows: |                     |                     |           |
|   | Mr. Meyer           | Yes                 |           |
|   | Mr. Dutton          | Yes                 |           |
|   |                     |                     |           |

Mr. Echemann

Yes

# IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE INSURANCE CHARGEBACKS FOR THE THIRD QUARTER PERIOD: JULY, AUGUST AND SEPTEMBER 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Third Quarter (July, August and September 2022)

| Mutual of Omaha Life Insurance Chargebacks for the Third Quarter (July, August and September 2022) |                                    |                     |          |  |
|--|------------------------------------|---------------------|----------|--|
| Transfer From  |                                    | Transfer To         | Amount   |  |
| E-0256-A014-A09.006  | TOTAL GENERAL FUND                 | R-9891-Y091-Y05.500 | 1,890.50 |  |
| E-1551-S088-S03.006  | CTY CT PROBATION                   | R-9891-Y091-Y05.500 |          |  |
| E-0170-A006-G10.000  | PUBLIC DEFENDER                    | R-9891-Y091-Y05.500 | 38.28    |  |
| E-0181-A003-A11.000  | BD. OF ELECTIONS                   | R-9891-Y091-Y05.500 | 42.81    |  |
| E-1510-W081-P04.000  | PROSECUTOR DRETAC                  | R-9891-Y091-Y05.500 | 4.53     |  |
| E-1410-W082-T97.006  | TREASURER DRETAC                   | R-9891-Y091-Y05.500 |          |  |
| E-1600-B000-B13.006  | DOG & KENNEL                       | R-9891-Y091-Y05.500 | 47.25    |  |
| E-0910-S033-S47.006  | D.D.HOME                           | R-9891-Y091-Y05.500 | 152.29   |  |
| E-5005-S070-S22.006  | SENIOR PROGRAM                     | R-9891-Y091-Y05.500 | 334.44   |  |
| E-1571-S087-S03.006  | EASTERN COURT SPECIAL              | R-9891-Y091-Y05.500 | 6.75     |  |
| E-1561-S086-S03.006  | NORTHERN COURT SPECIAL             | R-9891-Y091-Y05.500 | 6.75     |  |
| E-1551-S088-S03.006  | WESTERN COURT SPECIAL              | R-9891-Y091-Y05.500 | 6.75     |  |
| E-1310-J000-J06.000  | REAL ESTATE ASSESS                 | R-9891-Y091-Y05.500 | 37.14    |  |
| E-2811-K200-K10.006  | ENGINEER K-1 & K-2                 | R-9891-Y091-Y05.500 | 13.50    |  |
| E-2812-K000-K20.006  | ENGINEER K-11                      | R-9891-Y091-Y05.500 | 164.31   |  |
| E-2813-K000-K39.006  | ENGINEER K-25                      | R-9891-Y091-Y05.500 | 40.50    |  |
| E-3702-P005-P31.000  | WATER/SEWER WWS #3                 | R-9891-Y091-Y05.500 | 220.84   |  |
| E-3705-P053-P15.000  | WATER/SEWER SSD #2                 | R-9891-Y091-Y05.500 | 48.45    |  |
| E-1810-L001-L14.000  | SOIL CONSERVATION                  | R-9891-Y091-Y05.500 | 20.25    |  |
| E-1815-L005-L15.006  | SOIL CONSERVATION-Watershed        | R-9891-Y091-Y05.500 |          |  |
| E-6010-S079-S07.006  | CLERK OF COURTS/TITLE              | R-9891-Y091-Y05.500 | 47.25    |  |
| E-8010-S030-S68.006  | OAKVIEW JUVENILE                   | R-9891-Y091-Y05.500 | 117.00   |  |
| E-2510-H000-H16.006  | DJFS                               | R-9891-Y091-Y05.500 | 590.36   |  |
| E-2760-H010-H12.006  | CHILD SUPPORT                      | R-9891-Y091-Y05.500 | 75.42    |  |
| E-2210-E001-E15.006  | COUNTY HEALTH                      | R-9891-Y091-Y05.500 | 26.75    |  |
| E-2211-F069-F04.000  | TRAILER PARKS                      | R-9891-Y091-Y05.500 | 1.02     |  |
| E-2227-F074-F06.000  | SEWAGE                             | R-9891-Y091-Y05.500 | 11.49    |  |
| E-2213-F075-F02.003  | VITAL STATISTICS                   | R-9891-Y091-Y05.500 | 7.44     |  |
| E-2215-F077-F01.002  | REPRODUCTIVE HLTH&WELLNESS         | R-9891-Y091-Y05.500 | 11.13    |  |
| E-2229-F081-F01.001  | PHER                               | R-9891-Y091-Y05.500 | 16.76    |  |
| E-2230-F082-F01.002  | PREP                               | R-9891-Y091-Y05.500 |          |  |
| E-2231-F083-F01.002  | РНЕР                               | R-9891-Y091-Y05.500 | 6.09     |  |
| E-2232-F084-F02.008  | NURSING PROGRAM                    | R-9891-Y091-Y05.500 | 7.31     |  |
| E-2233-F085-F01.002  | CHILD FAMILY HEALTH SERVICES PROG. | R-9891-Y091-Y05.500 | 5.40     |  |
| E-2236-F088-F01.002  | GET VACCINATED                     | R-9891-Y091-Y05.500 | 1.86     |  |
| E-2237-F089-F01.002  | INTEGRATED NALOXONE                | R-9891-Y091-Y05.500 | 1.17     |  |
| E-2218-G000-G06.003  | FOOD SERVICE                       | R-9891-Y091-Y05.500 | 17.88    |  |
| E-2219-N050-N05.000  | WATER                              | R-9891-Y091-Y05.500 | 1.02     |  |
| E-2220-P070-P01.002  | POOLS                              | R-9891-Y091-Y05.500 | 0.57     |  |
| E-4110-T075-T52.008  | W.I.C. PROGRAM                     | R-9891-Y091-Y05.500 | 20.25    |  |
| E-2310-S049-S63.000  | MENTAL HEALTH                      | R-9891-Y091-Y05.500 | 31.50    |  |
| E-1511-W080-P07.006  | VICTIMS ASSISTANCE                 | R-9891-Y091-Y05.500 |          |  |
| E-1520-S077-S04.006  | COMMUNITY GRANT                    | R-9891-Y091-Y05.500 | 6.75     |  |
| E-0400-M060-M29.008  | JUVENILE COURT GRT                 | R-9891-Y091-Y05.500 |          |  |
|  |                                    |                     |          |  |

| E-0400-M060-M84.008        | JUVENILE COURT GRT         | R-9891-Y091-Y05.500 |          |
|----------------------------|----------------------------|---------------------|----------|
| E-0400-M067-M05.008        | JUVENILE COURT GRT         | R-9891-Y091-Y05.500 | 13.50    |
| E-0400-M078-M02.008        | JUVENILE COURT GRT         | R-9891-Y091-Y05.500 | 15.75    |
| E-9799-S012-S02.006        | PORT AUTHORITY             | R-9891-Y091-Y05.500 | 11.28    |
| E-0063-A002-B30.000        | MAGISTRATE EMPLOYEE        | R-9891-Y091-Y05.500 |          |
| E-1600-B000-B13.006        | AUDITORS CLERK             | R-9891-Y091-Y05.500 |          |
| E-1545-S055-S02.002        | TCAP                       | R-9891-Y091-Y05.500 | 4.50     |
| E-1518-S075-S03.002        | MHAS SUBSIDY GRANT         | R-9891-Y091-Y05.500 | 2.25     |
| E-0914-S035-S05.000        | SARGUS GRANT               | R-9891-Y091-Y05.500 |          |
|                            | Total amount this transfer |                     | 4,127.04 |
| Upon roll call the vote wa | s as follows:              |                     |          |
|                            | Mr Mayar                   | Vac                 |          |

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

#### IN THE MATTER OF TRANSFER OF FUNDS

# FOR HSA CHARGEBACKS/SEPTEMBER 2022

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

Chargebacks for September 2022

| HSA CHARGEBACKS     |                 | MONTHLY<br>CHARGEBACKS |        |
|---------------------|-----------------|------------------------|--------|
| From:               |                 | To:                    |        |
| NUMBER              | ACCOUNT         | NUMBER                 | AMOUNT |
| E-3702-P005-P31.000 | WWS #3 REVENUE  | R-9891-Y091-Y12.500    | 64.52  |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500    | 239.83 |
| E-5005-S070-S06.006 | SENIOR SERVICES | R-9891-Y091-Y12.500    | 64.52  |
| E-6010-S079-S07.006 | CLERK OF COURTS | R-9891-Y091-Y12.500    | 64.52  |
|                     |                 | TOTALS                 | 433.39 |

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. **B00/DOG AND KENNEL FUND-\$82.50** deposited into R-1600-B000-B08.500 on various dates in August 2022. (Donations for vet care paid in on various dates in August 2022)

**GENERAL FUND/ANIMAL SHELTER-\$347.76** deposited into R-0057-A006-A03.500 balance available as of 08/31/2022. (Adoption fees paid in on various dates in August 2022)

OIL & GAS RECEIPTS AUGUST/GENERAL FUND-\$86,785.72 deposited into R-0050-A000-A02.500 on dates below-

08/02/2022 \$2,807.55 08/03/2022 \$112.74 08/05/2022 \$211.68 \$2,601.62 08/05/2022 08/05/2022 \$53,960.25 08/08/2022 \$785.77 08/08/2022 \$371.95 08/08/2022 \$876.12 08/08/2022 \$1,089.19 08/08/2022 \$209.30 08/08/2022 \$1,977.13 08/22/2022 \$396.67 08/22/2022 \$689.68 08/22/2022 \$4,904.36 08/22/2022 \$14,821.99 08/29/2022 \$822.69 \$147.03 08/29/2022

#### **TOTAL** \$86,785.72

Upon roll call the vote was as follows:

Yes Mr. Meyer 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 September 7, 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:

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

# **IN THE MATTER OF GRANTING PERMISSION**

#### FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows: **DJFS**-John Regis, Jr. to Lewis Center, OH, on September 8-9, 2022, to attend the OJFSDA General Session meeting. Estimated expenses: \$377.75. John Regis, Jr., Melissa Regis, Lynne Zanke and Donna Yocum to Columbus, OH, on October 2-4, 2022, to attend the CFIS Fiscal User Conference. Estimated expenses: \$1,593.75.

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 August 31, 2022.

Upon roll call the vote was as follows:

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

# **IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM** OHIO WEST VIRGINIA EXCAVATING FOR THE SUMMERHILL

# PUMP STATION REPLACEMENT PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Change Order No. 2 from Ohio West Virginia Excavating, for the Summerhill Pump Station Replacement Project for an increase of \$46,160.44 for a new contract total of \$701,776.44, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.

Note: This change order is a result of directional drilling through rock, moving an air release structure, mitigating an underground spring by installing a weep drain and force main tie in changes. The cost will be paid for through the USDA project funding.

|   | Change Order No. 02   |
|---|---|
| Date of Issuance: August 23, 2022                                   | Effective Date: August 23, 2022   |
| Owner: Belmont County Commissioners                                 | Owner's Contract No.:   |
| Contractor: Ohio West Virginia Excavating                           | Contractor's Project No.:   |
| Engineer: ADR & Associates, Ltd.                                    | Engineer's Project No.: 290403  |
| Project: Summerhill Pump Station Replacement                        | Contract Name:  |
| The Contract is modified as follows upon execution of this          | Change Order: Description: This change order is                               |
| for the time extension requested by the contractor due to           |   |
| pump station building, directional drilling through rock due        | to a scone change in the location of the air                                  |
| release structure which caused the force main to be deepe           |   |
| control device, mitigating underground spring with weep d           |   |
| bandoning of existing force main from clinic station. This          |   |
| adjustment for quantities installed on the project.                 |   |
| Attachments: Time extension letter, price proposals, and q          | quantity balance spreadsheet.   |
| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES  |
|   | [note changes in Milestones if applicable]                                    |
| Original Contract Price:  | Original Contract Times:  |
|   | Substantial Completion: September 30, 2021                                    |
| § <u>649,836.00</u>   | Ready for Final Payment: October 30, 2021                                     |
|   | days or dates   |
| ncrease from previously approved Change Orders No. 1                | Increase from previously approved Change Orders No. 1:                        |
|   | Substantial Completion: December 30, 2021                                     |
| 5.780.00  | Ready for Final Payment: January 29, 2022                                     |
| ***************************************                             | Days  |
| Contract Price prior to this Change Order:                          | Contract Times prior to this Change Order:                                    |
| · · · · · · · · · · · · · · · · · · ·                               | Substantial Completion: December 30, 2021                                     |
| 655.616.00  | Ready for Final Payment: January 29, 2022                                     |
|   | days or dates   |
| ncrease of this Change Order:                                       | Increase of this Change Order:  |
|   | Substantial Completion: April 29, 2022  |
| 46,160.44   | Ready for Final Payment: May 29, 2022   |
|   | days or dates   |
| Contract Price incorporating this Change Order:                     | Contract Times with all approved Change Orders:                               |
| 701 776 44  | Substantial Completion: April 29, 2022  Ready for Final Payment: May 29, 2022 |
| 5 701,776.44  | days or dates   |
| RECOMMENDED: ASCE   | PTED: ACCEPTED:   |
| By: S By: V By:   | By: Kluin L. Waik Can   |
|   | thorized Signature) Contractor (Authorized Signature)                         |
| Title Present /   | Co. Commissional Site Secretary   |
| pate: B/31/22 Date 9-7-2  |   |
| VI 0  | 1   |
| Approved by Funding Agency (if                                      | Leonary   |
| pplicable) XY ( )(> )   | ( )   |
| ly:   | Date:   |
| itle:   |   |
|   |   |
| send one co.  | and Order   |
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|   |   |
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| a vista visa as fallavis.   |   |
| e vote was as follows:  Mr. Meyer                                   | Yes   |
| Mr. Dutton  | Yes   |
| III. Duttoll  | 100   |

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND KENDALL BEHAVIORAL SOLUTIONS

Upon roll call

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions in the not to exceed amount of \$50,000.00, effective July 1, 2022 through June 30, 2023 to provide Family Team Meeting services for Belmont County Children Services Department.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Mr. Echemann

Yes

Whereas, this contract, entered into on this <u>7th</u> day of <u>September, 2022</u>, by and between the Belmont County Department of Job and Family Services (hereinafter "Agency") and Kendall Behavioral Solutions (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

#### I PURPOSE

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

#### II PARTIES

The parties to this agreement are as follows:

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

68145 Hammond Road St. Clairsville, OH 43950

740-695-1075

**Contractor:** Kendall Behavioral Solutions

800 Walnut Street Martins Ferry, OH 43935 740-609-5072

#### III CONTRACT PERIOD

This contract and its terms are effective July 1, 2022 to June 30, 2023.

#### IV DEFINITIONS

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

Allowable Costs

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

**Participants** 

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

<u>Performance</u>

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

Services by the Contractor under this contract include all those outlined in

Article V and include all services, performance reporting and evaluation and

monitoring responsibilities as well as meeting all performance standards stated

herein.

## V SCOPE OF WORK

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

- A. Contractor Responsibilities Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
  - 1. Facilitators are contractors of the Agency and do not have direct line responsibility for the case.
  - 2. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
  - 3. The Family Team Meeting process includes, but not necessarily limited to, the following components: preparation (including assisting the family and worker in identifying participants), developing the agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
  - 4. Contractor agrees to provide agency with an emergency contact number.
  - 5. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
  - 6. Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
  - 7. Contractor shall meet all service requirements of this contract.
  - 8. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Agency's right to terminate, cancel, rescind, and modify this contract as well as Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
    - **B.** Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency's right to terminate, cancel, rescind, and modify this contract as well as Agency's right to remuneration and repayment for any funds paid pursuant to this contract for services **Agency Responsibilities** 
      - 1. Agency will refer eligible families to the contractor.
      - 2. Agency will provide the room and supplies necessary for the Family Team Meetings to occur.
      - 3. Agency will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

# C. Performance Standards

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

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

# D. Performance Reporting

- 1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
- 2. Agency agrees to compensate contractor (\$200.00) two-hundred dollars for each FTM. This amount is to cover all costs associated with all components of the FTM, with the exception of any food/refreshments provided during the FTM
- 3. Monthly invoice will include the Name of the Family and Date of Conference.

# E. Evaluation and Monitoring

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

both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply

with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency's rights of termination, cancellation, rescission, modification, remuneration and repayment.

#### VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed \$50,000.

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

#### VII ALLOWABLE COSTS

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

#### VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

#### IX DUPLICATE BILLING

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

#### X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Agency may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued. Agency, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

## XI DISPOSITION OF ASSETS

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

# XII WARRANTY Contractor was

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

#### XIII INSURANCE

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

# XIV NOTICE

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

# XV AVAILABILITY AND RETENTION OF RECORDS

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

# XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Agency and

its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Agency's consumers for any purpose not directly related to the performance of this contract is prohibited.

# XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

# XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or

this contract shall be void as of that date.

# XIX RELATIONSHIP

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

#### XX ASSIGNMENTS

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

#### XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract,

or any part thereof, without the express, prior, written approval of Agency.

In the event Agency approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

#### XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

#### XXIII TERMINATION

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

#### XXIV BREACH OF CONTRACT

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

#### XXV WAIVER

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

## XXVI INDEMNIFICATION

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

#### XXVII GOVERNING LAW AND FORUM

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

#### XXVIII SEVERABILITY

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

# XXIX NON-DISCRIMINATION

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

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

# XXX CHILD SUPPORT ENFORCEMENT

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

# XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

# XXXII DRUG-FREE WORKPLACE

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

# XXXIII COPELAND "ANTI-KICKBACK" ACT

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

# XXXIV DAVIS-BACON ACT

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

# XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

# XXXVI PUBLIC RECORDS

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

#### XXXVII CLEAN AIR ACT

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

## XXXVIII ENERGY EFFICIENCY

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

#### XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

#### $\mathbf{XL}$

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

#### **PROCUREMENT** XLI

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

Yes

| SIGNATURES                                  |            | The second secon |
|---|------------|--|
| Jeffery L Felton /s/                        |            | 9/2/2022   |
| Jeffery L. Felton, Director                 |            | Date   |
| Belmont County Department of Job and Family | Services   |  |
| J. P. Dutton /s/                            |            | 9/7/22   |
| J.P. Dutton, Belmont County Commissioner    |            | Date   |
| Josh Meyer /s/                              |            | 9/7/22   |
| Josh Meyer, Belmont County Commissioner     |            |  |
| J. P. Echemann /s/                          |            | 9-7-22   |
| Jerry Echemann, Belmont County Commission   | er         |  |
| L/Kendall, M.ED, COBA, BCBA /s/             |            | 8/30/2022  |
| Katie Kendall                               |            | Date   |
| Kendall Behavior Solutions                  |            |  |
| David K. Liberati /s/ Assist PA             |            | 9-6-2022   |
| Approved as to form:                        |            | Date   |
| <b>Belmont County Prosecutor</b>            |            |  |
| Upon roll call the vote was as follows:     |            |  |
| -   | Mr. Meyer  | Yes  |
|   | Mr. Dutton | Yes  |

# IN THE MATTER OF APPROVING THE CITY OF MARTINS FERRY'S

#### APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the City of Martins Ferry's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$75,312.00, based upon the recommendation of Belmont County Engineer, Terry Lively, for paving improvements to N. 9th St. (Border Lane/Mackey Avenue to Ohio Avenue/St. Myers

Mr. Echemann

*Note: The estimated cost is \$75,312.00 of which all will be paid from this source.* 

Upon roll call the vote was as follows:

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

# IN THE MATTER OF AWARDING BID FOR

# STANDBY GENERATOR/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid for the Standby Generator for Senior Services of Belmont County to Erb Electric, in the amount of \$170,000.00, based upon the recommendation of Lisa Kazmirski, Executive Director.

Upon roll call the vote was as follows:

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

Mr. Meyer said only one bid was received. This generator will service the whole building. Mr. Dutton said he is pleased to be moving forward with purchasing the generator. He added it is a much needed piece of equipment to keep the department running and it can be used for other entities, if necessary, due to power outages.

# IN THE MATTER OF APPROVING VEHICLE

# PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following vehicle purchase for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski:

One (1) 2022 Chevrolet Equinox LS from Whiteside of St. Clairsville, for a total cost of \$27,145.00.

Note: This vehicle is a replacement vehicle that will be used for the medical transportation fleet.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF ENTERINGF INTO THE COMMERCIAL LEASE AGREEMENT

BETWEEN THE MORAN FAMILY CENTER, LLC AND BELMONT COUNTY COMMISSIONERS,

#### **DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter and authorize Commission President Josh Meyer to sign the commercial lease agreement between The Moran Family Center, LLC, and Belmont County Commissioners, dba Senior Services of Belmont County, in the monthly amount of \$900.00, effective October 1, 2022 through September 30, 2023, based upon the recommendation of Lisa Kazmirski, Executive Director.

*Note: The building located at 68583 Scott Street, Lansing, OH, is used as the Lansing Senior Center.* 

#### COMMERCIAL LEASE AGREEMENT

**THE PARTIES.** This Lease Agreement agreed on September 7, 2022, is between:

The **LESSOR** is a business entity known as The Moran Family Center, LLC with a mailing address of 70333 Barton Road, Saint Clairsville, Ohio 43950, hereinafter referred to as the "Lessor."

AND

The **LESSEE** is a government entity know as the Belmont County Commissioners dba Senior Services of Belmont County (SSOBC) with a mailing address of 67650 Oakview Drive, Saint Clairsville, Ohio 43950, hereinafter referred to as the "Lessee." The Lessor and Lessee hereby agree as follows:

**DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described 900 square feet (sf) of The Moran Family Center (former classroom situated between the gym and the restrooms in main hallway) located at 68583 Scott Street, Lansing, Ohio 43912. Additional Description: Senior Center of Belmont County, Lansing. Hereinafter referred as the "Premises."

**USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for any legal use allowed in accordance with local, State, and Federal laws to function as a Senior Center. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

**EXCLUSIVE USE:** The Lessee shall hold exclusive rights of the Premises. The Lessor shall hold the rights to lease other areas of the Property in which the Premises is located to any same or like use as the Lessee.

**TERM OF LEASE:** This Lease shall commence on October 1, 2022, and expire at midnight on September 30, 2023 (Initial Term). **RENT AMOUNT:** Payment shall be made by the Lessee to the Lessor in the amount of \$900.00 per month for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

**RENT PAYMENT:** The Rent shall be paid under the following instructions: Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the first day of every month. Rent shall be paid by the Lessee to the Lessor's aforementioned mailing address.

**RETURNED CHECKS (NSF):** If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to nonsufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$30.00 in addition to any late fee.

**OPTION TO RENEW:** The Lessee shall have the right to renew this Agreement under the following conditions: Lessee shall have the right to renew this Lease Agreement by giving written notice to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal period which will continue to abide by same covenants, conditions and provisions as provided in this Lease Agreement except rent.

**RENEWAL PERIODS:** The first renewal period shall begin on October 1, 2023, and end on September 30, 2024 with the Rent to be paid per month with the Rent of the renewal period to be negotiated in good faith prior to the Lessee providing notice of their intention to renew. **EXPENSES:** In accordance with a Gross Lease the responsibility of expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above-mentioned Rent is the entirety of the payment due per month by the Lessee to Lessor. The Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property), liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises and, in addition, shall maintain all major systems such as the heating, plumbing, and electrical, and shall maintain the parking area and shall also provide snow removal and ground maintenance of the grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessee will maintain, at their expense, personal property insurance, liability insurance, and casualty insurance insuring the leased Premises against loss by fire and negligence.

**UTILITIES:** The Lessor shall be responsible for the following utilities on the Premises: Electricity, Gas, Water, Trash.

**SECURITY DEPOSIT:** A security deposit shall not be required in advance upon the signing of the Lease.

**FURNISHINGS:** The Lessor will not provide any furnishings to the Lessee under this Lease.

**PARKING:** Parking shall be provided to the Lessee in a shared manner provided on the Premises. There is no set number of parking spaces provided to the Lessee. There shall be no fee charged to the Lessee for the use of Parking Space(s).

**LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed in the attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, and local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee, or representative of the Lessor. In the event a lien is placed against the Premises, through actions of the Lessee will promptly pay the same or bond against the same and takes steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay the Lessor for all expenses related to the lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**MAINTENANCE**: The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises. The Lessor shall have the following responsibilities: Light bulb replacement, room heating. The Lessee shall have the following responsibilities: General housekeeping of space, room cooling, and share restrooms as required.

**SALE OF PROPERTY:** In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 90 days prior to completion of sale.

HVAC MAINTENANCE: Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilation and air conditioning equipment located on the Premises, hereinafter referred to the "HVAC System." In addition, the Lessor shall be responsible for all costs associated with the everyday upkeep and maintenance of said HVAC System.

**COMMON AREAS:** The Lessor shall be responsible for any costs related to the maintenance and upkeep of the common areas which is defined as spaced used by more than one (1) of the Lessees on the Property. Common areas, include but are not limited to entryways, bathrooms, meeting rooms, and any other space on the Property share by the Lessees or co-tenants.

**INSURANCE:** In the event Lessee fails to obtain insurance required as described in "Expenses" section of this document, Lessor may obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said lease Premises or any part thereof.

**DAMAGE TO LEASED PREMISES:** In the event the building housing the leased Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's

occupancy of the leased Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace, or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall not knowingly commit or permit to be committed any act of thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

HAZARDOUS MATERIALS LAW: Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, order, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, and other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION: In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

**LESSOR'S DEFAULT:** The Lessee may send written notice to the Lessor stating duties and obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 60 days from receiving such notice, unless the Lessor need more time to cure or remedy such issue in accordance with standard industry protocol, then the lessor shall be in default of this lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

BANKRUPTCY – INSOLVENCY: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of the a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the lease Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale of assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for foreclosure of, or in the event of exercise of power of sale under and mortgage made by Lessor covering the Premises, attorn to the purchaser the recognize such purchaser as Lessor under this Lease.

**USAGE BY LESSEE:** Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules, or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other Lessees of the building.

**SIGNAGE:** Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS: Pets shall be allowed on the Premises with the following restrictions: at the discretion of the Lessor. The Lessee shall be fully responsible for damage cause by any such pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE: The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with it signature to this Lease that the Premises are in good condition and comply in all respects with the requirements of this lease. The Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

**AMERICAN WITH DISABILITIES ACT:** Per 42 US Code 12183 if the Lessee is using the Premises as a public accommodation (e.g., restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with ADA any modifications or construction will be the responsibility of the Lessor.

**RIGHT OF ENTRY:** It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or its equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance, or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

**ESTOPPEL CERTIFICATE:** Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute acknowledge, and deliver to Lessor, and/or to any other person, firm, or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying such default.

**HOLDOVER PERIOD:** Should the Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement

to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

**WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAWS:** This Lease shall be governed by the laws of the State of Ohio.

**NOTICES:** Notices shall be address to the following:

Lessee: Belmont County Commissioners, dba Senior Services of Belmont County, 67650 Oakview Drive, Saint Clairsville, Ohio 43950

**ADDITIONAL TERMS AND CONDITIONS:** Lessee shall access to shared spaces; gymnasium and kitchen.

**AMENDMENT(S):** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**SEVERABILITY:** If any term or provision of this Lease Agreement is illegal, invalid, or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

**BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessee and/or their respective successors, heirs, assigns, executors, and administrators.

**LESSOR SIGNATURE: (E-Signature)** 

Shaun Moran, Owner of the Moran Family Center, LLC Date

LESSEE SIGNATURE:

Josh Meyer .s.9/7/22Belmont County CommissionersDate

Belmont County Commissioners
Dba Senior Services of Belmont County

**Board President** 

APPROVED AS TO FORM:

<u>David K. Liberati /s Assist PA</u>

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton

Mr. Echemann Yes Mr. Meyer Yes

#### **RECESS**

#### IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:30 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 of public employees and ORC 121.22(G)(4) Collective Bargaining Exception. Upon roll call the vote was as follows:

Yes

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

## IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:00 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:00 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 three motions for the board to consider.

# IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR

# **HUMAN RESOURCES GENERALIST**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the job description for the Human Resources Generalist, at pay grade 8, effective September 7, 2022.

Belmont County Board of Commissioners

Job Title: Human Resources Generalist

Reports To: Human Resources Administrator

Classification: Classified Non-Exempt Hourly Rate Base: Pay Grade 8

Job Duties:

- Annually reviews and makes recommendations to the HR Administrator regarding County Safety and Loss Control programs.
- Maintains knowledge of workers compensation trends and legislation and ensures County compliance.
- Communicates changes and performs or coordinates training on the Counties Safety and Loss Control program and ensures that proper compliance is followed.
- Supports HR Administrator on personnel matters.
- Oversees workers compensation management; including working with TPA and MCO to continually reduce risk.
- Partners closely with insurance providers to minimize county loss, communicates expectations to elected officials and department heads to meet goals established.
- Participates on committees and special projects.
- Assist the HR Administrator and other staff on any tasks that may arise.
- Perform related duties as required.
  - Maintain confidentiality, demonstrate customer service, effectively communicate, perform tasks with attention to detail.

# Minimum Qualifications:

- Preferred completion of a Bachelor's degree with four (4) years relevant human resources experience, or any other combination of education and experience to perform the essential functions of the job.
- Valid Driver's License.
- Ability to sit for long periods of time, occasionally lifting up to forty (40) lbs.
- Knowledge of computer systems and Ohio Revised Code.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR

# NEW POSITION OF CORRECTIONAL FACILITY CARE COORDINATOR

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the job description for the new position of Correctional Facility Care Coordinator, at pay grade 10, effective September 7, 2022.

# Belmont County Board of Commissioners

**Job Title:** Correctional Facility Care Coordinator

Reports To: Medical Director
Classification: Classified
FLSA: Non-Exempt
Schedule: Varies, on call
Hourly Base Rate: Pay Grade 10

**Summary:** 

Provide screening, counseling, care coordination, linkage, and community re-entry support to inmates in the Belmont County Jail.

#### **Knowledge and Skills:**

Best practices in the assessment and care management of persons with substance use, mental health, and/or co-occurring disorders in a correction setting as well as community re-entry.

#### Required skills/knowledge include:

- Knowledge of psychological and social problems in various settings.
- Methods of alleviating psychological, environmental, and social problems in various sectors.
- Effective use of screening/assessment tools, development of service/aftercare plans, and provision of psychosocial interventions (individual and group).
- Ability to apply current methods in the treatment of inmates.
- Ability to obtain and evaluate information as it relates to the employment setting.
- Ability to establish an effective working relationship with individuals, groups, and agencies.

#### Preferred skills/knowledge include:

- Understanding of the operations of a correctional facility.
- Knowledge of correctional facility regulations and procedures.
- Knowledge of corrections treatment and rehabilitation programs.
- Knowledge of objectives of clinical correctional services.

#### **Job Duties:**

- Perform behavioral health assessments/screenings to all new and existing inmates.
- Assist Clinical Care Coordinator in developing service and support plans and conduct psychosocial educational support groups using evidence-based treatments specific to the criminal justice population.
- Offer individual case coordination/management and skill-building for inmates and/or persons re-entering the community.
- Provide referrals to medical and/or mental-health services; coordinate linkage to community supports including housing, healthcare, employment/educational opportunities, and other general living and recovery supports.
- Complete & maintain client records (e.g., social histories, admission/aftercare summaries, progress notes, capacity assessments, referral records, & discharge documents).
- Coordinate crisis care with community partners as needed.
- Establish & maintain working relationships with other members of the criminal justice team.
- Participate in collaborative team meetings and trainings.
- Other job duties as required .\

#### **Qualifications:**

Bachelor's level Licensed Social Worker (LSW). Experience with the criminal justice population and/or mental health and substance use treatment preferred.

Upon roll call the vote was as follows:

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

# IN THE MATTER OF HIRING NICKOLAS SCHRAMM

# AS PART-TIME RECORDS ASSISTANT AT BELMONT

# **COUNTY RECORDS AND ARCHIVES**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Nickolas Schramm as part-time Records Assistant at the Belmont County Records and Archives, at pay grade 2, minimum step, effective September 12, 2022.

Upon roll call the vote was as follows:

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

# RECESS



IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:28 A.M.
Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 11:28 a.m.

| Upon roll call the vote was as follows:                     |                |  |
|---|----------------|--|
| •   | Mr. Meyer      | Yes  |
|   | Mr. Dutton     | Yes  |
|   | Mr. Echemann   | Yes  |
|   |                |  |
| Read, approved and signed this <u>14th</u> day of <u>Se</u> | ptember, 2022. |  |
| Jerry Echemann /s/  |                |  |
| J. P. Dutton /s/  | COUNTY COMM    | ISSIONERS  |
| Josh Meyer /s/  |                |  |
|   |                | he Board of Commissioners of Belmont County, Ohio, do hereby read, approved and signed as provided for by Sec. 305.11 of the |
| Josh Meyer /s/  | PRESIDE1       | NT   |
| Ronnie Zuzak /s/  | CLERK          |  |