

St. Clairsville, Ohio

December 21, 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 \$487,779.70

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-0021-A002-F09.003 PERS	E-0021-A002-F03.000 Supplies	\$630.61
E-0121-A006-B09.003 PERS	E-0121-A006-B02.002 Salaries Employees	\$1,332.14
E-0151-A002-F09.000 Other Expenses	E-0151-A002 F02.002 Salary-Employees	\$2,700.00
E-0151-A002-F09.000 Other Expenses	E-0151-A002-F07.003 PERS	\$1,800.00
E-0151-A002-F09.000 Other Expenses	E-0256-A014-A07.005 Medicare	\$200.00
E-0257-A017.A00.000 Contingencies	E-0042-A002-J02.003 PERS	\$369.60
E-0257-A017.A00.000 Contingencies	E-0131-A006-A03.002 Salaries Jail	\$110,572.12
E-0257-A017.A00.000 Contingencies	E-0131-A006-A04.002 Salaries Road Deputies	\$108,408.78
E-0257-A017.A00.000 Contingencies	E-0131-A006-A13.003 PERS	\$50,392.55

K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-2812-K000-K16.013 Cont-Projects	E-2812-K000-K20.006 Hospitalization	\$60,000.00

M60 CARE AND CUSTODY-JUV COURT

FROM	TO	AMOUNT
E-0400-M060 M25.002 Salaries C-CAP	E-0400-M060-M83.004 Workers Comp Diversion	\$239.18
E-0400-M060 M25.002 Salaries C-CAP	E-0400-M060-M28.004 Workers Comp CCAP	\$1,037.38

S12 BELMONT COUNTY PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S012-S03.012 Equipment	E-9799-S012-S11.005 Medicare	\$400.00

S66 BCBDD MAIN FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S80.000 Other	\$400,000.00

S70 BELMONT CO SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S16.000 Food	E-5005-S070-S03.004 Workers Comp	\$4,642.47

S96 JUVENILE CT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
E-1589-S0096-S12.000 Other Expenses	E-1589-S096-S09.000 Fringes	\$29.46

W20 LAW LIBRARY RESOURCES FUND

FROM	TO	AMOUNT
E-9720-W020-W07.010 Supplies	E-9720-W020-W02.002 Salary	\$0.04
E-9720-W020-W07.010 Supplies	E-9720-W020-W03.003 PERS	\$234.24
E-9720-W020-W07.010 Supplies	E-9720-W020-W04.004 Workers Comp	\$354.44
E-9720-W020-W07.010 Supplies	E-9720-W020-W05.005 Medicare	\$19.50

W80 PROSECUTORS-VICTIM ASSIST PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P02.010 Supplies	E-1511-W080-P06.004 Workers Comp	\$197.06

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-0257-A017-A00.000 Contingencies	E-0131-A006-A03.002 Salaries-Jail	\$101,996.28
E-0257-A017-A00.000 Contingencies	E-0131-A006-A04.002 Salaries-Road Deputies	\$72,374.26
E-0257-A017-A00.000 Contingencies	E-0170-A006-G02.002 Salaries	\$2,417.22
E-0257-A017-A00.000 Contingencies	E-0256-A014-A07.005 Medicare Tax	\$6,954.02

B00 DOG AND KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B11.000 Other Expenses	E-1600-B000-B10.005 Medicare	\$95.64

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S34.010 Supplies	E-0910-S033-S44.003 PERS	\$593.45

S96 JUVENILE COURT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
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E-1589-S096-S12.000 Other Expenses	E-1589-S096-S09.000 Fringes	\$10.00
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:

<u>A00 GENERAL FUND AND N54 COURTHOUSE PLAZA IMPROVEMENT</u>		
FROM	TO	AMOUNT
E-0051-A001-A51.000 Oil and Gas Commrs	R-9054-N054-N01.574 Transfers In	\$1,000,000.00
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:

<u>W80 PROSECUTORS-VICTIM ASSIST PROGRAM AND A00 GENERAL FUND</u>		
FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,503.46
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 December 21, 2022, meeting:

<u>S33 DISTRICT DETENTION HOME</u>		
E-0910-S033-S33.002	Salaries	\$78,578.35
E-0910-S033-S44.003	PERS	\$10,545.97
E-0910-S033-S45.004	Worker’s Compensation	\$8,109.61
E-0910-S033-S47.006	Hospitalization	\$46,631.81
<u>S86 NORTHERN COURT-GEN. SPEC PROJECTS</u>		
E-1561-S086-S01.002	Salaries	\$1,226.56
E-1561-S086-S03.006	Hospitalization	\$810.60
<u>Y01 UND. AUTO TAX</u>		
E-9801-Y001-Y01.000	Und. Auto Tax	\$172,927.55
E-9801-Y001-Y03.000	Township-Permissive Tax	\$60,879.50
E-9801-Y001-Y05.000	Pease Township	\$2,312.00
E-9801-Y001-Y06.000	Goshen Township	\$1,472.00
E-9801-Y001-Y07.000	Warren Township	\$2,580.50
E-9801-Y001-Y08.000	Pultney Township	\$2,612.00
E-9801-Y001-Y09.000	Flushing Township	\$496.00
E-9801-Y001-Y10.000	Colerain Township	\$1,146.00
E-9801-Y001-Y11.000	Kirkwood Township	\$192.00
E-9801-Y001-Y12.000	Mead Township	\$679.50
E-9801-Y001-Y13.000	Richland Township	\$2,197.50
E-9801-Y001-Y14.000	Smith Township	\$454.50
E-9801-Y001-Y15.000	Somerset Township	\$250.50
E-9801-Y001-Y16.000	Union Township	\$624.00
E-9801-Y001-Y17.000	Washington Township	\$195.00
E-9801-Y001-Y18.000	Wayne Township	\$196.50
E-9801-Y001-Y19.000	Wheeling Township	\$535.50
E-9801-Y001-Y20.000	York Township	\$267.00
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 December 21, 2022, meeting:

<u>W80 PROSECUTORS-VICTIM ASSIST PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$2,503.46
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 December 21, 2022, meeting:

<u>S86 NORTHERN CT-GEN SPEC PROJECTS</u>		
E-1561-S086-S01.002	Salaries	\$2,257.18
Upon roll call the vote was as follows:		
	Mr. Meyer	Yes
	Mr. Dutton	Yes
	Mr. Echemann	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:
SSOBC-Chuck Davis to Moundsville, WV, on January 17, 2023, for a senior outing to Bob’s Lunch. Donna Steadman to Moundsville, WV, on January 31, 2023, for a senior outing to the Prima Marina Restaurant. Dorothy Burkhart to Moundsville, WV, for a senior outing to Lucky Duck’s, Goodwill and the Prima Marina Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 14, 2022.

Upon roll call the vote was as follows:

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

Mr. Meyer made the following announcement:
No meeting will be held the week of December 26, 2022. The next regularly scheduled meeting will be January 4, 2023 at 9:00 a.m.
Note: The meeting of December 21, 2022, will stand in recess through 2022 for any further action that may be needed.

**IN THE MATTER OF NOTICE OF
BOARD’S REORGANIZATION MEETING**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hold the Board’s annual **Reorganization Meeting** on Monday, January 9, 2023, at **8:45 a.m.** pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same.
Note: The Board will also hold their regular meeting on Wednesday, January 11 at 9:00 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL AND ENTER
INTO AGREEMENT WITH MICHAEL BAKER INTERNATIONAL/
REHABILITATION CENTER ASBESTOS REMOVAL PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the proposal and enter into agreement with Michael Baker International, in the amount of \$3,850.00 for inspection and air sampling services for the Belmont County Rehabilitation Center Asbestos Removal project.

Note: This will be paid for with funds from the Brownfield Grant.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A CONTRACT
WITH MONROE COUNTY BOARD OF COMMISSIONERS
FOR HOUSING PRISONERS**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a contract with the Monroe County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$75.00 per day, effective January 1, 2023 to December 31, 2023.

**CONTRACT FOR HOUSING PRISONERS
IN THE
MONROE COUNTY JAIL**

WHEREAS, this contract is made this 21st day of December, 2022, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as “County”, the Sheriff of Monroe County, Ohio, hereinafter referred to as “Sheriff”, and Belmont County, Ohio hereinafter referred to as “Contractor”.

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Monroe County Jail the following persons:
 - a. Persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be incarcerated in the Monroe County Jail for purposes of compensation under this contract.
 - b. Persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in Paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to Subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of Seventy-five dollars (\$75.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
3. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.

- 5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time.
- 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor’s fees, hospital charges and prescription costs.
- 7. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
- 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
- 10. The Monroe County Sheriff’s Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender’s being released from the Monroe County Jail.
- 13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
- 14. This agreement shall be effective on January 1, 2023, and terminate on December 31, 2023.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.
- 16. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

This agreement entered into on behalf of the Belmont County Sheriff
Pursuant to Resolution Ordinance Number N/A passed December 21, 2022.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Monroe County Commissioners

COMMISSIONER

WITNESS

COMMISSIONER

CHARLES R. BLACK, JR., SHERIFF

COMMISSIONER

Belmont County Commissioners

Josh Meyer /s/

JOSH MEYER

J. P. Dutton /s/

J. P. DUTTON

Jerry Echemann /s/

JERRY ECHEMANN

APPROVED AS TO FORM:

David K. Liberati /s/ Assist PA

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AGREEMENT, ON BEHALF
OF THE BELMONT COUNTY SHERIFF, WITH THE VILLAGE OF MORRISTOWN**

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Morristown for the purpose of providing police services to said village for a period of one year from January 1, 2023 through December 31, 2023 for the monthly sum of six hundred dollars (\$600.00) to be paid by the Village of Morristown to the Sheriff’s department.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of December, 2022, by and between the Village of Morristown, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio and David M. Lucas, Sheriff of Belmont County, Ohio pursuant to Section 311.29, Ohio Revised Code.

WITNESSETH:

SECTION 1. In consideration of the sum of Seven Thousand Two Hundred Dollars (\$7,200.00), to be paid by the Village of Morristown to the Sheriff in twelve (12) installments of \$600.00 by the 20th of each calendar month of this Agreement, the Sheriff agrees to perform any police functions, exercise any police power, or render any police service which the Village may perform, exercise or render, which shall consist of a deputy patrolling the Village of Morristown on a part-time basis (20 hours per month), during which time the Deputy shall be acting within the scope of his employment with the Belmont County Sheriff’s Office.

SECTION 2. The Sheriff will provide the necessary motor vehicle for said Deputy, and the necessary equipment and supplies to be used by said deputy in the performance of this contract. The Sheriff will be responsible for all gasoline expenses, repairs and maintenance charges incurred with respect to said motor vehicle.

SECTION 3. The Deputy assigned by the Sheriff to the Village on the part-time basis set forth above will be covered by Workers’ Compensation insurance maintained by the Belmont County Sheriff’s Office. The Deputy assigned to the Village of Morristown by the Sheriff shall be acceptable to the Village.

SECTION 4. The Sheriff will further maintain public liability insurance coverage on the deputy assigned to the Village during the term of the contract.

SECTION 5. The contract shall be for a term of twelve months, from January 1, 2023 until December 31, 2023.

SECTION 6. The Sheriff of Belmont County has the option of providing a police facility in the Village of Morristown, and space to be provided at no cost to the County.

SECTION 7. The Sheriff’s Deputy assigned to police service for the Village of Morristown will meet with the Mayor or the Mayor’s designee on a weekly basis to discuss any ongoing issues or concerns of either party.

IN CONSIDERATION THEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

APPROVED:

THE VILLAGE OF MORRISTOWN, OHIO

Heather Stitt /s/

Heather Stitt, Mayor

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/

Josh Meyer, President

Cheryl Borkoski /s/
Cheryl Borkoski, Clerk-Treasurer

APPROVED AS TO FORM:
Adam L. Myser /s/
Adam L. Myser, Solicitor
Village of Morristown

J. P. Dutton /s/
J. P. Dutton, Vice President
Jerry Echemann /s/
Jerry Echemann

David M. Lucas /s/
David M. Lucas
Belmont County Sheriff
Cindi Henry /s/
Cindi Henry
Belmont County Auditor
APPROVED AS TO FORM:
David K. Liberati /s/ Assist PA
David K. Liberati, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING JEFF FELTON, BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES DIRECTOR, TO SIGN THE RENTAL AGREEMENT WITH PITNEY BOWES

Motion made by Mr. Meyer, seconded by Mr. Dutton to authorize Jeff Felton, Belmont County Department of Job and Family Services Director, to sign the rental agreement with Pitney Bowes for a Send Pro P2000 mail machine, for a four-year term, effective March 1, 2023, in the amount of \$356.62 per month, for the Belmont County Department of Job and Family Services.

Note: This is through state purchasing.

Upon roll call the vote was as follows:

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

Mr. Meyer noted if the agreement is not signed by January 1, 2023, the cost will increase by 24%.

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT AMENDMENT BETWEEN BELMONT COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE BELMONT COUNTY PROSECUTOR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Title IV-D Contract amendment between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2022 through December 31, 2022, to increase the maximum amount from \$69,298.25 to \$86,622.81.

Note: The increase is needed for November and December reimbursements.

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Ohio Department of Job and Family Services
IV-D CONTRACT AMENDMENT

The Belmont County Child Support Enforcement Agency (CSEA) and Belmont County Prosecutor's Office hereby agree to amend the IV-D Contract, as contained in the JFS 07018 (IV-D Contract) and other JFS IV-D contract forms or documents which are incorporated by reference herein, which became effective on January 1, 2022 and are referred to as ODJFS Contract Number 07220205.

Nothing in this IV-D Contract Amendment shall be construed contrary to state or federal laws and regulations.

The CSEA or Contractor may modify the language in this IV-D Contract Amendment, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to the Office of Child Support (OCS), and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract Amendment without the agreement of both parties to the IV-D Contract Amendment and acceptance from OCS, the modified IV-D Contract Amendment will have no force or effect of law.

The following IV-D Contract Terms that are checked will be amended:

☐ **IV-D Contract Period:** The IV-D Contract is effective from <mm/dd/ccyy> through <mm/dd/ccyy>, unless terminated earlier in accordance with the terms listed in paragraph 23 of the JFS 07018. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D contract period that is less than twelve (12) months.

☐ **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: <describe the unit of service>.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

☐ **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

☒ **IV-D Contract Costs:**

- A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$173.25 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D contract with a governmental entity; or
 - The procurement process for a IV-D contract with a private entity.

B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$86,622.81.

☒ **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$29,451.76	Local Sources
FFP Reimbursement	\$57,171.05	
Total IV-D Contract Cost	\$86,622.81	

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- B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
- ☐ **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract Amendment in a separate document with a label at the top of the first page that reads, "Performance Standards."
- ☐ **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:00 am and 4:30 pm on the following days Monday thru Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (1/2 day), Christmas Day, and any other day when County Offices are closed by the County Commissioners or the Belmont County Prosecuting Attorney.

IV-D Contract Amendment Signatures:

Signature of CSEA's Representative <i>Jeffery Felton</i>	Printed Name of CSEA's Representative Jeffery L. Felton
Date of Signature 12/14/2022	

Signature of Contractor's Representative <i>Kevin Flanagan</i>	Printed Name of Contractor's Representative Kevin Flanagan
Date of Signature 12/15/2022	Printed Street Address of Contractor 52160 National Rd. East
Printed Title of Contractor's Representative Prosecutor	Printed City, State, and Zip Code of Contractor St. Clairsville, OH 43950

Signature of County Commissioner or Representative <i>Jerry Echemann</i>	Date of Signature 12.21.22
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature 12/21/22
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature 12/21/22
Signature of Prosecutor, if required by County Commissioners <i>Donald K. Smith, Prosec. Atty.</i>	Date of Signature 12/21/22

Upon roll call the vote was as follows:

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

Jeff Felton, Belmont County Job and Family Services Director, said the unit of services were underestimated. This allows the DJFS to recover 64% of federal monies.

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE BELMONT COUNTY BOARD OF COMMISSIONERS, BELMONT COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES AND BELMONT-HARRISON JUVENILE DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Memorandum of Understanding between the Belmont County Board of Commissioners, Belmont County Department of Job and Family Services and the Belmont-Harrison Juvenile District for the reservation of two (2) beds at the Provider’s Future Stories Group Home at the rate of \$200.00 per bed, per day, effective January 1, 2023 to December 31, 2023.
Note: This will be paid for from local levy funds and if beds are used, BCDJFS will seek state and federal reimbursement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS,
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE
BELMONT-HARRISON JUVENILE DISTRICT**

This Memorandum of Understanding is entered into on the 21st day of **December 2022** by and between the **Belmont County Board of County Commissioners** (hereinafter referred to as “Board”); the **Belmont County Department of Job and Family Services** (hereinafter referred to as “Agency”); and the **Belmont-Harrison Juvenile District** (hereinafter referred to as “Provider”) for the reservation of two (2) beds at the Provider’s Future Stories group home.

In consideration of the mutual benefits received by all parties through the execution of the Memorandum of Understanding, the parties do hereby agree as follows:

1. The Belmont County Board of County Commissioners serve as the co-appointing authority with the Belmont County Department of Job and Family Services. The Board is not financially obligated to fund the terms of this Memorandum of Understanding. Their approval and signature on this MOU serve as their agreement to the terms and conditions set forth herein.
2. In exchange for the financial commitment of the Agency, the Provider agrees to reserve two (2) beds for the Agency to use for placement at Future Stories as the need arises at the agreed upon cost described below.
3. The Agency agrees to pay for the purchase of two (2) beds for the period of January 1, 2023-December 31, 2023, at the agreed upon rate of \$200.00 per day x 365 days = \$73,000.00 x 2 beds = \$146,000.00. **The total cost agreed upon under this MOU shall not exceed \$146,000.00. Payment will be made upon invoicing by the Provider to the Agency.**
4. This MOU is contingent upon available funding to the Agency and does not guarantee that the agreement will continue in subsequent years. The Agency will be responsible for seeking reimbursement for utilization of the beds through any eligible funding sources (i.e. Title IV-E).
5. The Provider shall make the beds available to the Agency upon the need expressed by the Agency. The Agency will attempt to give 24-hour advance notice of the need when the circumstances permit.

Our signatures below express our agreement to the terms and conditions set forth above under this Memorandum of Understanding.

<u>Jeffery Felton /s/</u>	<u>12/16/2022</u>
Jeffery L. Felton Director Belmont County Department of Job and Family Services	Date
<u>DJ Watson /s/</u>	<u>12/16/2022</u>
D.J. Watson, Executive Director Belmont-Harrison Juvenile District	Date
<u>J. P. Dutton /s/</u>	<u>12/21/22</u>
J. P. Dutton Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>12-21-22</u>
Jerry Echemann Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>12/21/22</u>
Josh Meyer Belmont County Commissioner	Date
Approved as to Form: <u>David Liberati /s/</u>	<u>12/15/2022</u>
David Liberati, Assistant Prosecutor Belmont County Prosecutor’s Office	Date

Upon roll call the vote was as follows:

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

Mr. Felton said federal reimbursement can not be claimed until a child is in the facility. He added the rate is discounted.

**IN THE MATTER OF APPROVING THE AMENDMENT TO VENDOR
AGREEMENT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY
SERVICES AND NEFFS FIRE DEPARTMENT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the amendment to the Vendor Agreement between Belmont County Department of Job & Family Services and Neffs Fire Department, effective January 1, 2022 to December 31, 2022 for the provision of Title XIX (19) transportation services to increase the maximum amount from \$500,000.00 to \$525,000.00.
Note: The increase is needed to cover the increased services provided during 2022.

**Amendment to the Medicaid Non-Emergency Transportation Services
Vendor Agreement Between
The Belmont County Department of Job and Family Services and
The Neff Volunteer Fire Department**

Purchaser:	Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950
Provider:	The Neff Volunteer Fire Department 54044 Pike Street Neffs OH 43940

This amendment is entered into on 21st day of **December 2022** and amends the original contract entered into on January 5, 2022 to amend Article V, Paragraph B and increase the maximum billable amount to **\$525,000.00** in order to cover for the increased services provided during calendar year 2022.

All other terms and conditions of the original agreement signed on January 5, 2022 and the mileage reimbursement amendment signed on October 20, 2022 remain unchanged.
This amendment shall only cover for services provided up to and including December 31, 2022.

Our signatures below signify acceptance of the amendments of the original contract as stated herein:

<u>Jeffery Felton /s/</u>	<u>12/13/2022</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>12/21/22</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>12-21-22</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>12/21/22</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Michael Wallace /s/</u>	<u>12/13/2022</u>
Michael Wallace, President	Date
The Neff Volunteer Fire Department	
Approved as to form:	
<u>David Liberati /s/</u>	<u>12/13/2022</u>
David Liberati, Assistant Prosecutor	Date

Upon roll call the vote was as follows:

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

Mr. Felton said the increase was due to SEAT terminating their contract. This is paid for with Medicaid dollars, it does not cost the county anything.

IN THE MATTER OF AMENDING MOTION MADE ON DECEMBER 7, 2022
APPROVING CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT
FO JOB AND FAMILY SERVICES AND REBECCA SAFKO, CONSULTANT
AND APPROVE AND SIGN CONTRACT DATED DECEMBER 21, 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion made on December 7, 2022 approving the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16, effective January 1, 2023 through December 31, 2023, in an amount not to exceed \$36,720.00 and approve and sign amended contract dated December 21, 2022.

Note: There were errors in the budget section.

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

Whereas, this contract, entered into on this **21st** day of **December, 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter “Contractor”), is for the purchase of the performance of the following services: WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, 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 WIOA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

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:	Rebecca Safko 1446 Iroquois Drive Pittsburgh, PA 15205 740-632-4671

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2023. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 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.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

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 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.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

CCMEP is the Comprehensive Case Management Employment Program.

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 professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2023 through December 31, 2023. At a minimum, this contract requires the Contractor to perform the following services:
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County’s submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the Belmont County CCMEP TANF population caseload.
2. Contractor shall meet all service requirements of this contract. Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor’s failure to meet these standards will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as 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.
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 Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as 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. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser 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. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties’ WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month. Failure of Contractor to deliver all required invoices 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 Purchaser’s discretion.

F. Evaluation and Monitoring

Purchaser 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. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.
Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. 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 Purchaser’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 Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$36,720.00 (12-month contract). All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. Upon a satisfactory review, the contract may be extended for up to two (2) additional calendar years not to extend beyond December 31, 2025. The contract amount includes an additional \$1,000.00 of CCMEP TANF Funding for providing monitoring services of the CCMEP TANF participants. The total contract amount shall not exceed \$36,720.00 annually. The contract amount will be increased by 2% annually for years 2-4 to adjust for inflation.**

VII ALLOWABLE COSTS

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 10th. day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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, 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 Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$36,720.00.

IX DUPLICATE BILLING

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after acceptance of closeout report. 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 Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.

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 Purchaser, as long as this other work does not interfere with Contractor’s performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

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 Area 16 Workforce Development Board’s policy in the performance of work under this contract.

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

In the event Purchaser 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 supercedes 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 Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

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

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

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 Purchasers’ 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 PROCUREMENT

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

Rebecca Safko, Proposed Services Budget

January 1, 2023 through December 31, 2023

Weekly	Hours to Perform	Frequen cy	Annual Hours Budgeted
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	Draw Process	0.5	50	25
	Emails & Technical Assistance	3.5	52	182
Monthly				
	Process Financials	4.0	12	48
	Review & Oversight	2.0	12	24
	Maintain & Update Budgets	0.5	10	5
	County Financials – Belmont & Harrison	1.0	12	12
	County Financials – Input Jefferson	2.0	12	24
Quarterly				
	One-Stop	1.0	4	4
	COG/WIB	8.0	4	32
	State Fiscal Meeting (Columbus)	5.0	4	20
	Reconcile with State Financials	2.0	4	8
Annually				
	Audit Belmont WIOA	8.0	1	8
	Audit Area 16 & Certifications	12.0	1	12
	Monitoring:			
	Belmont – Fiscal & Program	16.0	1	16
	Belmont – Youth Contract	8.0	1	8
	Carroll – Fiscal & Program	12.0	1	12
	Harrison – Fiscal & Program	8.0	1	8
	Jefferson – CDJFS Fiscal & Admin	8.0	1	8
	Jefferson – CAC Fiscal & Program	30.0	1	30
	Research	10.0	1	10
	Write-up & Record Keeping	10.0	1	10
	WIOA System Development/ State Required Training/ Technical Assistance			75
	WIOA Meetings & Accounting and/or Monitoring Training			40
			Total Hours	621
			Hourly Rate	\$51.00
	12 Month Contract, Compensation for Activities Detailed Above			\$31,671.00
	Software/Supplies/Phone/ Internet/Computer Usage/ Paper/Toner – Billed at a fixed \$200/month			\$2,400.00
	Travel – at the federal mileage rate with meal when Area Is at meal or day exceeds 8 hours			\$1,600.00
	Training – Fiscal, Audit, Computer & Workforce Related			\$1,049.00
	Total Budget			\$36,720.00

Hourly rate and contract cap for subsequent years to increase by 2% for inflation.

XL SIGNATURES

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner

12/19/2022
Date
12/21/22
Date

Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

Rebecca Safko /s/
Rebecca Safko, Consultant
Approved as to form:

David Liberati /s/
David Liberati
Belmont County Prosecutor

12-7-22

12/21/22

12/19/2022

12-21-2022

Date

Date

Date

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE COMPRESHENSIVE FIXED ASSET SOFTWARE SOLUTION PROPOSAL FROM ASSETWORKS USA, INC/AUDITORS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the Comprehensive Fixed Asset Software Solution proposal from AssetWorks USA, Inc., to provide AssetMAXX, a vendor-hosted, web-based Fixed Asset Management Solution plan, in the amount of \$11,670.00, for the Belmont County Auditor’s Department.

Note: The cost is for three years of service and includes conversion services and training.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Rocky Hise, St. Clairsville, inquired if the Monroe County contract for housing prisoners was a temporary fix. Mr. Meyer said the county has been contracting with them and other counties as back-up. The limit at the jail is 144 inmates. They have been talking with the Sheriff about jail expansion. An estimate received for jail expansion pre-Covid was \$24 million, the estimate has now increased to \$37 million.

RECESS

Belmont County Boy Scouts of America
Re: 2023 Ohio River Valley Council National Jamboree Contingent

Present: Scouts Kaleb Miller, Ben Hise, John Yaron, Kaden Minch, Maddy Yaron, Christian Miller, Corban Miller, Gabe Yaron, Ryan Nelson and Scout Leaders Rocky Hise, Tom Cook and Melissa Gay.

Kaden Minch said, “The National Jamboree is basically any Boy Scout’s dream and it’s the adventure of a lifetime. It’s full of once in a lifetime opportunities. Any merit badge you can think of, it’s going to be down there. It’s full of events.” He said this is held every four years. Scouts ranging from the ages of 12-18 will be attending. The cost is about \$1,700 per scout. Maddy Yaron said, “This is the first year that the females are able to go to Jamboree as Scouts.” She said she is excited to be attending the Jamboree. Mr. Hise said there are a lot of different in-depth merit badge courses that are taught by world renowned experts. Mr. Cook said anything you can imagine will be there.

RECESS

2nd Public Hearing – Increase to County’s Real Property and Manufactured Home Transfer Tax

Mr. Meyer said the tax has not been increased since 1972. They are considering increasing it by \$1 per \$1,000 of value of property sold. Per ORC 322.02 and 322.06 counties are required to charge \$1 for the state and are permitted to charge up to an additional \$3. \$4 is the maximum amount that can be charged. The additional revenue would be about \$200,000 and it goes into the county’s General Fund. The increase will be effective February 1, 2023.

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE LEVY OF PERMISSIVE REAL PROPERTY AND MANUFACTURED HOME TRANSFER TAX IN AN ADDITIONAL AMOUNT OF 10¢ PER HUNDRED DOLLARS OF VALUE (\$1.00 PER THOUSAND) PURSUANT TO OHIO REVISED CODE SECTION 322.02 & 322.06

The Board of County Commissioners of Belmont County, Ohio met this 21st day of December, 2022 in regular session with the following members present:

Josh Meyer J. P. Dutton Jerry Echemann

WHEREAS, Belmont County is authorized by Ohio Revised Code Section 322.02 and 322.06 to levy a permissive real property and manufactured home transfer tax at a rate not to exceed 30¢ per hundred dollars of value for property located within the boundaries of the county granted, assigned, transferred, or otherwise conveyed by the deed. The permissive fee is in addition to a statewide mandatory 10¢ per hundred dollars of value that is currently collected in each county

WHEREAS, pursuant to and in accordance with Ohio Revised Code Section 322.02 and 322.06 an official action adopted by the Board of Belmont County Commissioners on November 22, 2022, public hearings were held by this Board on December 14, 2022 and December 21, 2022 on the proposed adoption of a resolution levying the permissive real property and manufactured home transfer tax at an additional 10¢ per hundred dollars of value; and

NOW THEREFORE BE IT RESOLVED that this Board has determined that the additional 10¢ per hundred dollars of value, as described above, will be used for the purpose of funding the various expenses of the general fund. The fee collected will be a total of 40¢ per hundred dollars of value.

BE IT RESOLVED, that the real property and manufactured home transfer tax will become effective 30 days after passage of this resolution on February 1, 2023. It is so ordered to ensure that the tax provided for in this resolution are collected the Clerk is authorized and directed to deliver a certified copy of this resolution to the Belmont County Auditor and Recorder.

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action were taken in meetings open to the public in full compliance with applicable legal requirements including Section 121.22 of the Revised Code.

It was moved by Commissioner Meyer, seconded by Commissioner Dutton and upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of December 21, 2022, as recorded in Volume 107 of the County Commissioners Journal.

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

C: County Auditor/ County Recorder/County Treasurer

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:45 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, compensation and discipline 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 1:52 P.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 1:52 p.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 to be considered.

**IN THE MATTER OF ISSUING AN UNPAID
SUSPENSION TO ZACHARY LOFTON, FULL-TIME
UNIT SUPPORT WORKER II/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to issue an unpaid suspension to Zachary Lofton, full-time Unit Support Worker II, for Senior Services of Belmont County. Suspension will be served December 22, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROMOTION OF
CHAD SUTTON TO DISTRIBUTION MANAGER/
WATER AND SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the promotion of Chad Sutton to Distribution Manager for Belmont County Water and Sewer District, effective December 25, 2022, at pay grade 13, minimum step.

Upon roll call the vote was as follows:

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

Mr. Meyer said the meeting will stand in recess throughout the rest of the year for any further business that may be needed.

Reconvened Tuesday, January 3, 2023 at 9:14 a.m., with Commissioners Meyer, Dutton and Echemann present with no further business to be had.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:14 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 9:14 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of January, 2023.

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