

St. Clairsville, Ohio

March 15, 2023

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, 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. Dutton, seconded by Mr. Echemann 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 \$1,183,833.78**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**W80 PROSECUTOR’S-VICTIM PROGRAM AND A00 GENERAL FUND**

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,602.17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 10, 2023\*\***

E-1801-P081-P02.011	Contract Services	\$5,000.00
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**\*\*MARCH 15, 2023\*\***

**A00 GENERAL FUND**

E-0111-A001-E02.002	Salary	\$2,141.78
E-0111-A001-E09.003	PERS	\$460.39

**W80 PROSECUTOR-VICTIM PROGRAM**

E-1511-W080-P01.002	Salary	\$2,602.17
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**Y42 RECOUPMENT FEES INDIGENT**

E-9842-Y042-Y01.000	Remit to State	\$80.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/**  
**HOLDING ACCOUNT CHARGEBACKS FOR FEBRUARY 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of February 2023.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,955.58
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	0.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,041.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,382.98
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,136.80
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	476.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,863.38
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,843.60
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,536.88
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,636.53
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	11,351.72
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	954.03
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	822.08
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,074.08
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,314.38

ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	5,113.95
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,549.27
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,256.04
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,343.34
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,641.58
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	27,392.44
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,140.66
			1,269.12
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,180.55
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,839.81
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,346.98
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	14.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	6.93
			126,600.77
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,349.05
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,172.05
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	8.97
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	606.28
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	381.15
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	583.64
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	0.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	393.90
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	907.21
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	442.74
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	71.84
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	309.94
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,441.35
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	472.12
COVID-19 Vaccinations	E-2240-F092-F01.002	R-9895-Y095-Y01.500	272.39
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,702.08
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	155.47
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	5.97
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,625.85
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,270.90
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,640.24
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,240.04
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,332.80
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,610.21
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,607.88
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,221.14

Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	0.00
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	992.77
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,190.51
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,381.79
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,458.96
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,440.75
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,626.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	9,533.75
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	12,172.44
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,876.42
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	1,171.00
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,199.90
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	38,134.08
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	23,413.84
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	656.92
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	0.00
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,001.60
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	632.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	538.46
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	538.64
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	0.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,016.97
			269.24
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	0.00
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	954.02
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	207.20
			353,174.34

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated March 15, 2023, presented by the County Auditor pursuant to O.R.C. 5705.41(d)1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:  
**COMMISSIONERS**-J. P. Dutton to New Concord, OH, on March 17, 2023, to attend the EODA meeting.  
**BCDJFS**-Jeff Felton, John Regis, Lynne Zanke and Melissa Regis to Columbus, OH, on May 16-18, 2023, to attend the ODJFSDA Annual Conference. Estimated expenses: \$2,409.30.  
**SSOBC**- Senior Centers of Belmont County to Wheeling, WV, on all Tuesdays and Thursdays for the month of April 2023 for senior outing to the Howard Long Wellness Center to participated in the Silver Sneakers Program. Melissa Finney to Dover, OH, on April 7, 2023, for a senior outing to the Warther Carving Museum and Mrs. Yoder’s Kitchen. Dorothy Burkhart to Quaker City, OH, on April 14, 2023, for a senior outing to the Pennyroyal Opera House. Maxine Jurovcik to Berlin, OH, on April 20, 2023, for a senior outing to Amish Country. Chuck Davis to Clarington, OH, on April 20, 2023, for a senior outing to the Clair Tavern and Smig’s Ice Cream. Kay Driscoll to Pittsburgh, PA, on April 26, 2023, for a senior outing to Robinson Mall. Donna Steadman to Wheeling, WV, on April 27, 2023, for a senior outing to Abbey’s Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 8, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement-The Belmont County Board of Commissioners is seeking applicants to fill a vacancy on the Belmont County Board of Developmental Disabilities for an unexpired term ending December 31, 2024. Interested parties are asked to contact the BCBDD Superintendent’s Office at 740-695-0233 to request an application on or before March 27, 2023.

**IN THE MATTER OF HIRING SIERRA DAVIS AS PART-TIME KENNEL STAFF**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Sierra Davis as part-time Kennel Staff at the Belmont County Animal Shelter, effective March 20, 2023, at pay grade 2, minimum step.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SAAS SERVICES AGREEMENT BETWEEN ACCESSIBLE SOLUTIONS, LLC AND SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the SAAS Services Agreement, for the subscription term start date of May 1, 2023 and subscription term end date of April 30, 2026, between Accessible Solutions, LLC, and Senior Services of Belmont County; Year 1 cost \$17,982.00, Year 2 cost \$20,062.00, Year 3 cost \$21,002.00, based upon the recommendation of Lisa Kazmirski, Executive Director.

*Note: This agreement will automatically renew for one year renewal terms unless cancelled by either party.*



SAAS SERVICES AGREEMENT

This Software as a Service (SaaS) Services Agreement (the “**Agreement**”) dated effective as of the date signed by both parties below (the “**Effective Date**”) is between Accessible Solutions, LLC., with a principal address at 840 North Cocoa Blvd., Suite D. Cocoa, Florida, 32922 (“**Accessible Solutions**”) and, Senior Services of Belmont County, with a principal address at 67650 Oakview Drive, St. Clairsville, Ohio 43950 (“**Customer**”).

Customer desires to subscribe to access certain Accessible Solutions software, and Accessible Solutions desires to provide such access to Customer, subject to the terms and conditions of this Agreement. Therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accessible Solutions and Customer agree as follows:

AGREEMENTS:

1. Definitions.

- (a) “**Confidential Information**” means the Software, Customer Data, either party’s non-public business and technology information, trade secrets, Accessible Solutions’ pricing, any written materials marked as confidential and any other information which is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party’s possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records laws; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
- (b) “**Customer Data**” means any content, materials, data, and information that Users enter into the Software or that Customer derives from its use of the Software (e.g., Customer-specific reports), including protected health information (“**PHI**”) and other personal information of individuals. Customer Data and its derivatives will not include Accessible Solutions’ Confidential Information or intellectual property, such as report templates.
- (c) “**Documentation**” means Accessible Solutions’ then-current user documentation for the Software, whether in electronic, printed or other form.
- (d) “**Order Form**” or “**Schedule A**” shall mean Accessible Solutions’ Schedule A – Order Form specifying the price to Customer for the Software and/or other Services specified therein. An Order Form will often include an SOW and its various terms and conditions. Order Forms shall be governed by the terms of this Agreement. In case of

a contradiction between the terms of this Agreement and the terms of an Order Form, the terms of the Order Form will have priority.

- (e) **"Services"** means technical support, Software maintenance, consulting, training, professional services, and other services offered by Accessible Solutions to its customers as part of or in connection with the Software, including services for which Accessible Solutions may charge a separate fee.
  - (f) **"Software"** means Accessible Solutions' software provided as a subscription service and any associated online or downloadable software or components, as listed in Customer's Order Form, including Documentation and Software updates. Except as otherwise provided in this Agreement, "Software" includes Third-Party Software provided by Accessible Solutions as part of the Software.
  - (g) **"Third-Party Software"** means any third-party applications and software, whether open source or commercial, that are owned by entities or individuals other than Accessible Solutions and that may be incorporated into or interoperate with the Software.
  - (h) **"Users"** means individual employees and personnel of Customer and its affiliates who are authorized by Customer to use the Software. Users may also include consultants or contractors of Customer who are using the Software solely for Customer's internal business purposes but shall not include competitors of Accessible Solutions.
2. Grant of Rights. Accessible Solutions grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, solely for use by Customer's authorized Users, subject to the terms of the applicable Order Form. Accessible Solutions will provide Customer and its Users with online access to the Software and any related products and Services offered by Accessible Solutions that are made available online as part of the Software. The Software will be hosted either on Accessible Solutions' servers or the servers of a third party that is in the business of hosting web- or cloud-based applications. Use of the Software is subject to the following terms and limitations:
- (a) Use of Software. Use of the Software is limited to Customer's own internal business. Customer is granted the right to authorize Users to access and use the Software and related materials that Accessible Solutions makes available as part of the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement.
  - (b) Updates. Customer acknowledges and agrees that the Software and other materials made available by Accessible Solutions as part of its Services may be updated and modified from time to time by Accessible Solutions, in Accessible Solutions' sole discretion.
  - (c) Restrictions. Customer will not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it to build a competitive product or service, or copy any features, functions or graphics of the Software or Accessible Solutions' website. If any affiliates of Customer are using the Software pursuant to this

Agreement, Customer is responsible for ensuring its affiliates' compliance with the terms of this Agreement.

- (d) Users. Customer is responsible for ensuring that its Users comply with the applicable terms and limitations in this Agreement.
- (e) Third-Party Software. Any open source components of the Software are subject to the applicable third-party license or subscription terms; Accessible Solutions will use reasonable efforts to provide a list of such open source components and license terms to Customer upon request. Other Third-Party Software that is embedded in the Software or is provided by Accessible Solutions as an integrated part of the Software, is provided by Accessible Solutions to Customer pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to Customer in advance. Third-Party Software is authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. Other Services.

- (a) Technical Support and Maintenance. Accessible Solutions will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software, in accordance with Accessible Solutions' then-current support policies [and the SLA].
- (b) Professional Services. Upon Customer's request and subject to a separate written Statement of Work ("**SOW**") or Order Form between the parties, Customer may purchase training, consulting services, or other professional Services from Accessible Solutions. All such Services are subject to the terms and conditions set forth in the applicable SOW or Order Form as well as the terms and limitations of this Agreement, to the extent not conflicting with such SOW or Order Form.

4. Ownership.

- (a) Accessible Solutions Ownership. Accessible Solutions owns and retains all right, title and interest in and to the Software, including the Software and Documentation, text, graphics, logos and images, Accessible Solutions' trademarks and service marks, website and its contents, any custom developments, Software updates, training and other written or electronic documents and materials produced by Accessible Solutions that relate to the Software, and all intellectual property rights in the foregoing. The Software and any other materials made available to Customer by Accessible Solutions may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved to Accessible Solutions.
- (b) Customer Ownership. As between the parties, Customer owns and shall retain all right, title and interest in and to all Customer Data, as well as the contents of any reports or forms generated by the Software that are specific to Customer. Accessible Solutions has the right to use, process and disclose Customer Data as necessary to provide the Services to Customer, to comply with legal obligations, and exercise its legal rights.

- (c) Usage Data. The Software tracks metadata and other statistical and usage data related to Customer's and Users' use of the Software ("**Usage Data**") and provides such data to Accessible Solutions. Accessible Solutions shall own such Usage Data, provided that any Customer Data used in creating the Usage Data is included only in aggregated and/or anonymized form so that it is not identifiable as to Customer or any individual person. Accessible Solutions may collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Software and Accessible Solutions' products and services generally.
  - (d) Feedback. Accessible Solutions shall have a royalty-free, worldwide, irrevocable, perpetual license to use Customer's and Users' recommendations and other feedback and incorporate it into Accessible Solutions' software, products and services. Accessible Solutions shall exclusively own all right, title and interest in and to all software and intellectual property developed by it, regardless of whether it is based on or incorporates any such feedback.
5. Fees.
- (a) Fees. Customer's fees for access to the Software and for other services are set forth in the applicable Order Form and/or SOW (collectively, the "**Fees**").
  - (b) Past Due Amounts. If any amounts owed by Customer are 30 or more days overdue, Accessible Solutions may, without limiting its other rights and remedies: (i) charge interest at the rate of 1% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and/or (iii) suspend Customer's and its Users' access to the Software until such amounts are paid in full.
  - (c) Disputed Amounts. Customer will not withhold any undisputed portion of any amounts payable hereunder but may withhold disputed amounts upon written notice of a dispute. Customer must notify Accessible Solutions of a disputed invoice within 60 days of the date of such invoice, or the right to dispute it will be waived.
  - (d) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Accessible Solutions' net income. If Customer is a tax-exempt entity, Customer must provide a tax-exemption certificate to Accessible Solutions.
  - (e) Other. All amounts paid under this Agreement are payable in U.S. dollars. All payments are non-refundable, other than as expressly set forth in this Agreement.
6. Term and Termination; Suspension.
- (a) Term. This initial term of this Agreement is as stated in the applicable Order Form, subject to prior termination as set forth below. After such initial term, this Agreement will automatically renew for additional 12 month renewal terms. Customer must notify Accessible Solutions of its intention not to renew at least 30 days prior to the expiration of the then-current initial or renewal term. Accessible Solutions must notify

Customer of its intention not to renew at least three (3) months prior to the expiration of the then-current initial or renewal term.

- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to 30 days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
  - (c) Effect of Termination. Upon the effective date of expiration or termination of the Agreement: (i) Customer's right to use the Software and all Accessible Solutions Confidential Information will end; (ii) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement; and (iii) any SOW not fully completed at the time of termination shall terminate automatically, unless otherwise agreed by the parties in writing. Termination shall not relieve Customer of its obligation to pay all charges that accrued prior to such termination. Sections 2(c), 2(d), 4, 5, 6(c), 7, 8, 11, 12 and 15 will survive termination of this Agreement, together with such other sections or terms as by their meaning or intent should survive termination.
  - (d) Suspension of Software Access. Accessible Solutions may suspend Customer's and its Users' access to the Software if Customer is in material breach of this Agreement, including any non-payment of fees, subject to 7 days' prior written notice and opportunity to cure such breach. Accessible Solutions may also immediately suspend Customer's or a User's access to the Software, without prior notice, if continued use creates a substantial risk to the security or integrity of the Software or may result in material harm to the Software, Accessible Solutions, or other customers of Accessible Solutions. Accessible Solutions will promptly notify Customer of the suspension. Accessible Solutions will limit the suspension in time and scope as reasonably necessary under the circumstances. Accessible Solutions shall have the right to monitor use of the Software to verify compliance with the Agreement.
7. Confidential Information. The receiving party of Confidential Information (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection.
8. Customer Data and PHI.
- (a) Customer Data. Customer is responsible for entering Customer Data into the Software and ensuring such Customer Data is complete and accurate and that Customer has the legal right to share the Customer Data (including PHI and personal data) with Accessible Solutions. Customer grants to Accessible Solutions a non-exclusive right to

process Customer Data solely to provide Services to Customer and support the Software. Customer owns its data hosted by Accessible Solutions.

- (b) Personal Data and PHI. Customer will collect and maintain all personal data and PHI contained in the Customer Data in compliance with applicable data privacy and protection laws and regulations. Accessible Solutions will protect PHI in accordance with the terms of the BAA attached as Schedule B or such other BAA as the parties may agree to in writing.
  - (c) Reasonable Safeguards. Each party will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in its control, including Personal Data. Customer will also maintain commercially reasonable safeguards and standards for the security of access to the Software and Users' passwords.
9. Customer's Warranties. Customer represents and warrants to Accessible Solutions that:
- (a) the Customer Data and any other materials or information provided by Customer to Accessible Solutions in connection with this Agreement will not violate any third party's privacy or intellectual property rights; and that Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data and PHI, into the Software and provide such Customer Data to Accessible Solutions; and
  - (b) Customer and its Authorized Users will use the Software only in a manner that does not violate any law or regulation.
10. Accessible Solutions Warranties and Disclaimers.
- (a) Accessible Solutions Warranties. Accessible Solutions warrants to Customer as follows:
    - (i) during the Term, the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation; and
    - (ii) Accessible Solutions will: (i) perform the Services in a professional manner consistent with the standards of Accessible Solutions' industry using appropriately trained and qualified personnel; and (ii) perform the Services in compliance and in accordance with the provisions of this Agreement and the applicable SOW(s) and Schedule(s) in all material respects. Customer must report any breach of warranty to Accessible Solutions in writing within 60 days of the earlier of Accessible Solutions' completion of the Services or Customer's discovery of the defect in the Services. Customer's sole and exclusive remedies and Accessible Solutions' entire liability for breach of this warranty will be: (i) to re-perform the defective Services; or (ii) if such re-performance does not occur or does not cure the breach, to refund the amounts paid by Customer for the defective Services.
  - (b) Exclusions. Accessible Solutions' warranty under Section 10(a)(i) will not apply if (i) the Software is not used in accordance with this Agreement or any applicable

Documentation; (ii) any non-conformity is caused by Customer, or by any product or service not provided by Accessible Solutions; (iii) without the direct involvement of Accessible Solutions personnel, the Software or parts of the Software are configured solely by Customer or a third party; (iv) Customer is not on a version of the Software for which Accessible Solutions provides maintenance and support; or (v) the Software was provided for no fee.

- (c) **Remedies.** In the event of a breach of the warranty in Section 10(a)(i), Customer shall contact Accessible Solutions’ designated support personnel within 30 days of Customer’s discovery of the breach. Customer’s sole and exclusive remedies and Accessible Solutions’ entire liability for breach of this warranty will be: (i) at Accessible Solutions’ option, to repair any material, reproducible deficient functionality of the Software, or to replace such defective functionality with reasonably equivalent functionality; or (ii) if Accessible Solutions is unable or fails to cure the warranty breach within a reasonable time, Accessible Solutions or Customer may terminate this Agreement upon 15 days’ prior written notice and Accessible Solutions shall refund Customer’s prepaid subscription fees, from the date the Software was unable to perform as warranted. Any such termination by Customer must occur within three months of the initial occurrence of the warranty breach.
- (d) **Limitation of Warranties.** **Except as expressly set forth herein or agreed in writing by an authorized official of Accessible Solutions, the Software and all other Accessible Solutions products and Services are provided “AS IS”. Open source copyright holders have no liability to Customer for any reason. ACCESSIBLE SOLUTIONS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Accessible Solutions does not warrant that the Software or its Services are error-free. Accessible Solutions is not responsible or liable for any problems or interruptions in access to the Software due to issues with third-party hosting services or Internet service providers. Hardware, Third-Party Software, and hosting services are covered only by the manufacturers or third-party software or service provider’s warranty or service level agreement (SLA). Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 14.**

11. Indemnification.

- (a) **Accessible Solutions Indemnity.** Accessible Solutions shall defend Customer against or settle at its option any suit or proceeding alleging that the Software infringes any third party copyright or patent that has issued as of the Effective Date, and indemnify Customer against and pay any liabilities, damages, costs and expenses (including reasonable attorneys’ fees) finally awarded therein or paid in settlement. If the Software is finally held or believed by Accessible Solutions to infringe or its use by Customer is enjoined, Accessible Solutions may obtain a license or grant of rights under the rights that have been infringed, modify the Software so it is noninfringing or provide to Customer a substitute Software that is noninfringing. If the foregoing

options are not commercially reasonable, Accessible Solutions may terminate the right to access the affected Software upon written notice to Customer, and in such event shall refund any prepaid and unearned fees. Accessible Solutions shall have no liability for infringement based upon (i) modification of the Software by any party other than Accessible Solutions, (ii) infringement by any Third-Party Software or other third-party product (even if integrated into the Software or otherwise provided to Customer by Accessible Solutions), (iii) the combination or use of the Software with any other software, product, equipment, or process not furnished by Accessible Solutions (including any materials provided by Customer), (iv) arising out of Accessible Solutions' compliance with Customer's designs, specifications or instructions, or (v) use of the Software in a manner for which it was not designed or that violates the terms of this Agreement. **THIS SECTION STATES ACCESSIBLE SOLUTIONS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ACCESSIBLE SOLUTIONS IS NOT RESPONSIBLE FOR THE COSTS OF OBTAINING A SUBSTITUTE SERVICE OR PRODUCT.**

- (b) Indemnification Procedure. A party must (i) promptly notify the other party of any claim for which it believes it is entitled to be indemnified, (ii) grant the indemnifying party sole control of the defense of the claim and all related settlement negotiations, and (iii) provide the indemnifying party with the assistance, information and authority necessary to perform the above, at the indemnifying party's expense. The indemnified party may, at its option and expense, be represented by separate counsel in any such action.
12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY, OR ACCESSIBLE SOLUTIONS'S LICENSORS OR AFFILIATES, BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE OR SERVICES, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY. ACCESSIBLE SOLUTIONS'S AND ITS LICENSORS' AND AFFILIATES' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED (i) IN THE CASE OF CLAIMS ARISING OUT OF OR RELATED TO PROFESSIONAL SERVICES, THE TOTAL AMOUNTS PAID FOR THE SERVICES IN QUESTION; AND (ii) FOR ALL OTHER CLAIMS OR DAMAGES, THE AMOUNT OF SUBSCRIPTION FEES CUSTOMER HAS PAID TO ACCESSIBLE SOLUTIONS DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. Accessible Solutions will not be liable for any damages caused by or relating to any Software or Services provided for no fee. The Agreement allocates the risks between Accessible Solutions and Customer, and the fees for the Software and Services reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.**

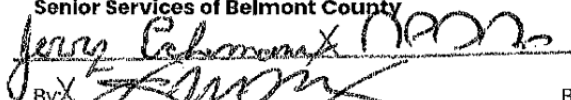
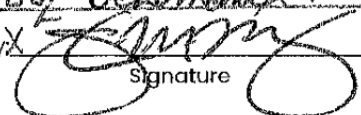


13. Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that Accessible Solutions may use Customer's name in customer listings or calls with its investors or affiliates, or at times mutually agreeable to the parties, as part of Accessible Solutions' marketing efforts (including reference calls and stories, press testimonials, site visits, and various conferences participation).
14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Accessible Solutions. This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of the parties.
15. General.
  - (a) Entire Agreement; Amendment. This Agreement, including the attached schedules and any related Order Forms and SOWs, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Accessible Solutions are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
  - (b) No Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
  - (c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, excluding conflicts of law's provisions. If any dispute arises concerning this Agreement and/or Accessible Solutions' products or services, venue shall be laid in Utah. Utah state and federal courts shall have exclusive jurisdiction over any such dispute, and the parties hereby consent to the jurisdiction and venue of such courts. In lieu of resolving the dispute in a competent court in Utah, the parties, through written agreement, may agree to submit the dispute to binding arbitration by a single arbitrator, who must be a licensed attorney familiar with Utah law as well as software-related law, with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The arbitration will be held in Utah or may be held via a teleconference upon request of either of the parties. The arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).
  - (d) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the

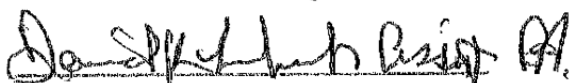
minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

- (e) Export Compliance. Customer may not use, export or re-export any of the Software's data, software, content or materials in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate authorizations.
- (f) Notices. All notices required under this Agreement will be in writing and will be delivered personally, mailed by registered or certified mail with a return receipt requested, sent by commercial overnight delivery service with provisions for a receipt, or sent by e-mail, to the address of the receiving party first set forth above or such other address a party may specify by written notice. Notices shall be presumed to have been received by the other party (i) upon receipt if sent by hand delivery, registered or certified mail, or delivery service; or (ii) if sent by email, upon confirmation of receipt by non-automated means.
- (g) Independent Contractors. The parties are independent contractors. Customer is not an agent of Accessible Solutions and will not represent to any third party that it is an employee or agent of Accessible Solutions. Customer shall have no authority to enter into any contract on behalf of Accessible Solutions.
- (h) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. The affected party shall resume performance as soon as is reasonably feasible.
- (j) Non-Solicitation. During the term of this Agreement and for a period of 12 months after the termination of this Agreement, unless Accessible Solutions gives its prior written consent, neither Customer nor any of its affiliates shall directly or indirectly solicit for employment or offer employment to any individual who is then employed or engaged by Accessible Solutions or was so employed or engaged by Accessible Solutions within the prior 6 months. However, this Section shall not prohibit the use of any public and open job postings or advertisements not specifically directed to an employee of Accessible Solutions.

(k) Electronic Signatures and Delivery: Signature Authority. This Agreement and any other documents to be delivered in connection herewith may be electronically signed and delivered. The person signing this Agreement and any related contract documents on behalf of Customer represents that he or she has the authority to bind Customer.

<b>Senior Services of Belmont County</b>		<b>Accessible Solutions, LLC</b>	
X			
By: X		By: _____	_____
	Signature		Signature
Title: <u>BELMONT CO. COMMISSIONERS</u>		Title: _____	
Date: <u>3-15-23</u>		Date: _____	

APPROVED AS TO FORM:

  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Dutton said this deals with the internal data base for services provided to clients.

**IN THE MATTER OF APPROVING THE MODIFICATION TO THE YOUTH SERVICES  
CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the modification to the Youth Services Contract entered into on July 13, 2022, between Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County to increase the maximum contract amount from \$457,723.00 to \$582,723.00, effective until June 30, 2023.

*Note: The additional \$125,000.00 is needed to continue to serve the youth enrolled in the CCMEP WIOA Youth work experience program.*

**Modification to the CCMEP TANF/Workforce Investment and Opportunity Act (WIOA)  
Youth Services Contract  
For  
Program Year 2022 (July 1, 2022 – June 30, 2023)**

<b>Purchaser:</b>	Belmont County Department of Job and Family Services 310 Fox-Shannon Place St. Clairsville OH 43950
<b>Contractor:</b>	Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville OH 43950

This contract modification entered into on the **15<sup>th</sup> day of March 2023**, is to amend and modify the original CCMEP TANF/WIOA Youth Contract specifically Article VI – Availability of Funds in the contract signed July 13, 2022. The purpose of this modification is to increase the WIOA Youth Funding (CFDA #17.259) to ensure the goals and objectives in the original contract are met through the end of Program Year 2022 on June 30, 2023. The total amended WIOA Youth Funding increase may not exceed **\$125,000.00** with all the additional funds intended **to increase the work experience component to a total of \$209,540.00**. The overall total WIOA Youth Funding shall not exceed **\$254,818.00**. The overall total CCMEP TANF and WIOA Youth amended reimbursement under the terms of this contract shall not exceed **\$582,723.00**. All original terms and conditions of this contract remain in effect.

**Signatures:**

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>3/9/2023</u> Date
<u>Alaire Mancz /s/</u> Alaire Mancz, Executive Director Community Action Commission of Belmont County	<u>3/9/2023</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, President Belmont County Board of Commissioners	<u>3/15/23</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Vice-President Belmont County Board of Commissioners	<u>3-15-23</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Commissioner Belmont County Board of Commissioners	<u>3/15/23</u> Date
<b>Approved as to form:</b> <u>David Liberati /s/</u> David Liberati, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>3/9/2023</u> Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT  
RENEWAL BETWEEN BELMONT COUNTY CSEA AND  
THE BELMONT COUNTY COMMON PLEAS COURT (MAGISTRATE)**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2023 through December 31, 2023 in the maximum amount of \$262,717.54.  
*Note: Funding is 66% federal share and 34% local share.*

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

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Belmont County Court of Common Pleas (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

- 1. IV-D Contract Period:** The IV-D Contract is effective from 01/1/2023 through 12/31/2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. 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.
- 2. 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: Journal Entry.

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).

- 3. 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 <i>J.A.F.</i>	Initials of Authorized Court Representative <i>J.A.V.</i>
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- 4. IV-D Contract Costs:**
  - 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$125.10 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.
  - 4B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$262,717.54
- 5. 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.
- 5A.** 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	\$89,323.96	Local Sources
FFP Reimbursement	\$173,393.58	
Total IV-D Contract Cost	\$262,717.54	

- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **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 in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **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 4:00 pm on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independency 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 Court of Common Pleas .
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative <i>Jeffery L. Felton</i>	Printed Name of CSEA's Representative Jeffery L. Felton
Date of Signature 3/9/2023	

Signature of Contractor's Representative <i>John A. Vavra</i>	Printed Name of Contractor's Representative John A. Vavra
Date of Signature	Printed Street Address of Contractor 101 W. Main Street
Printed Title of Contractor's Representative Judge	Printed City, State, and Zip Code of Contractor St. Clairsville, Ohio 43950

Signature of County Commissioner or Representative <i>APDA</i>	Date of Signature 3/15/23
Signature of County Commissioner or Representative <i>Jerry Echemann</i>	Date of Signature 3-15-23
Signature of County Commissioner or Representative <i>[Signature]</i>	Date of Signature 3/15/23
Signature of Prosecutor, if required by County Commissioners <i>[Signature]</i>	Date of Signature 3-15-23

Upon roll call the vote was as follows:

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



**IN THE MATTER OF APPROVING THE TITLE IV-D  
CONTRACT RENEWAL BETWEEN BELMONT COUNTY  
CSEA AND THE BELMONT COUNTY PROSECUTOR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2023 through December 31, 2023, in the maximum amount of \$78,868.37.  
*Note: Funding is 66% federal share and 34% local share.*

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

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Belmont County Prosecutor (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

- 1. IV-D Contract Period:** The IV-D Contract is effective from 01/01/2023 through 12/31/2023, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. 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.
- 2. 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: one hour of Legal Representation.

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).

- 3. 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
--	---

- 4. IV-D Contract Costs:**
  - 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$143.40 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.
  - 4B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$78,868.37
- 5. 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.
- 5A.** 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	\$26,815.25	Local Sources
FFP Reimbursement	\$52,053.12	
Total IV-D Contract Cost	\$78,868.37	

- 5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

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6. **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 in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **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 4:00 pm on the following days Monday through 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.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.
- When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the

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Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the

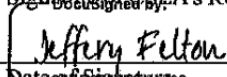
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Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

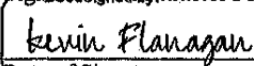
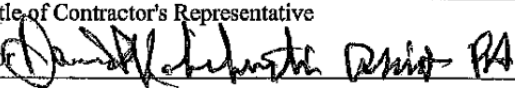
- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

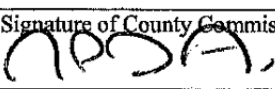

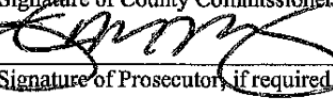
IV-D Contract Signatures:

Signature of CSEA's Representative 	Printed Name of CSEA's Representative Jeffery L. Felton
Date of Signature 3/9/2023	

Signature of Contractor's Representative 	Printed Name of Contractor's Representative Kevin Flanagan
Date of Signature 3/9/2023	Printed Street Address of Contractor 52160 National Road 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 	Date of Signature 3/15/23
Signature of County Commissioner or Representative 	Date of Signature 3-15-23
Signature of County Commissioner or Representative 	Date of Signature 3/15/23
Signature of Prosecutor, if required by County Commissioners	Date of Signature

Upon roll call the vote was as follows:

Mr. Dutton

Mr. Echemann

Mr. Meyer

Yes

Yes

Yes

**IN THE MATTER OF ADOTPING THE RESOLUTION AUTHORIZING FORMAL ENGAGEMENT WITH LEGAL CONSULTANTS TO ASSIST WITH MANAGING AND ADMINISTERING AMERICAN RESCUE PLAN ACT FUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the following resolution:

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 (“ARPA”), appropriated Coronavirus Local Fiscal Recovery Fund (“Fund”) payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA’s Fund methodology, the County of Belmont, Ohio (the “County”) was allocated approximately \$13,000,000 (the “Fund Payment”) to “mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)”; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury (“Treasury Department”) is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, “Criteria”); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County’s various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 (“Covered Period”); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds’ Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, “Guidance”), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Guidance specifically allows the use of the ARPA’s Fund to cover the costs of consultants to assist with managing and administering the County’s Fund Payment, to wit: “Recipients may use funds for administering the... program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements” as set forth in the Final Rule: Frequently Asked Questions, Item 10.2; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio (the “Commissioners”) desires to obtain legal and professional services (the “Services”) for regulatory compliance expertise in the County’s use of its Fund Payment; and,

WHEREAS, pursuant to Ohio Revised Code Sections 305.14 and 309.09, the Commissioners may employ legal counsel for a particular matter to represent the board in its official capacity and to advise it on legal matters and the board shall enter upon its journal the annual amount to be paid for the legal services; and,

WHEREAS, the Commissioners intend to use the Fund Payment to pay for all or part of the Services; accordingly, the Commissioners publicly solicited competitive proposals from qualified firms to provide the Services, in accordance with 2 C.F.R. 200.320(b)(2), and through that process selected Bricker & Eckler LLP as the firm with the “most advantageous” proposal to the Commissioners; and,

WHEREAS, Bricker & Eckler, LLP has submitted an Engagement Letter to provide the Services.

THEREFORE, BE IT RESOLVED, that the Commissioners hereby authorize Bricker & Eckler, LLP to provide the Services in accordance with the terms and conditions of the Engagement Letter.

Upon roll call the vote was as follows:

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

Mr. Dutton said they have worked a lot with Bricker and Eckler on construction projects. Bricker and Eckler will be providing guidance on what the county can and cannot use the American Rescue Act funds for. Mr. Dutton noted zero funds have been used so far. “We’ve actually gained some additional funds, because it’s been sitting in an account that’s an interest-bearing account, so we’re going to see six-figure gains on those funds, We do have priorities that we’re setting in place for the use of those funds,” said Mr. Dutton.

**IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one (1) 2022 Jeep Renegade from Thomas Garage, Inc., in the amount of \$29,720.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

*Note: This vehicle is an additional vehicle for their fleet and will be assigned to general use at the administrative offices. The current vehicle being used is nearing the end of its safe use.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL NO. AC23134 AND PROJECT AGREEMENT TERMS AND CONDITIONS WITH LIMBACH COMPANY/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Proposal No. AC23134 and Project Agreement Terms and Conditions with Limbach Company, in the amount of \$26,452.00, to supply labor and materials to provide software for WebCTRL 8.0 upgrade installed on new server, integrate existing 6.0 database to 8.0, update drivers on existing controllers and integrate into existing BAS system for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**Discussion-**

Mr. Dutton said regarding the motions for the IV-D contracts Jeff Felton has brought a real knowledge as pertains to funding since he has been the DJFS Director. He is making sure we are receiving the federal reimbursements the county is eligible for.

Mr. Dutton said the demolition of the Hab Center started on Monday and it is falling pretty quickly.

**RECESS**

9:30 Public Hearing (Continued)-Road Improvement 1189  
Re: Vacation of Township Road T-1305

Present: Terry Lively, Belmont County Engineer, Andy Hadzima, Drafting Tech II/Engineer’s Department and Melissa Androsko, Petitioner.  
Mr. Lively said he had concerns about the vacation because an easement would be needed for access to work on a bridge that will need work in the future. He received an easement from the petitioner so is recommending the road be vacated. Mr. Lively noted the easement will only be used if working on the bridge. He is also looking at other possible options to access the bridge.

REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06  
ROAD IMP #1189  
DATE: MARCH 13, 2023

IN THE MATTER OF:  
THE VACATION OF TOWNSHIP ROAD T-1305  
WHEELING TWP. SEC. 1, T-8, R-4

To the Board of County Commissioners of Belmont County, Ohio:  
The undersigned, in obedience to your order, dated **February 22, 2023**  
Proceeded on **March 15, 2023** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:  
In the opinion of the undersigned the proposed improvement should be granted.  
An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.  
An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:  
“See Attached Plat”

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

IN THE MATTER OF THE VACATION  
OF TOWNSHIP ROAD T-1305  
WHEELING TWP. SEC. 1, T-8, R-4/RD IMP 1189

Office of County Commissioners  
Belmont County, Ohio

RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.  
*Rd. Imp. #1189*

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of March, 2023, in the office of the Commissioners with the following members present:

- Mr. Dutton
- Mr. Echemann
- Mr. Meyer

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

Mr. Echemann seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:53 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.  
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:21 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:21 a.m.  
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is one motion for the board to consider.

IN THE MATTER OF ACCEPTING RESIGNATION OF  
TRAVIS MANN, FULL-TIME MECHANIC/DISTRIBUTION

**MAINTENANCE/SANITARY SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Travis Mann, full-time Mechanic/Distribution Maintenance at the Belmont County Sanitary Sewer District, effective March 24, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:22 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 10:22 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of March, 2023.

J. P. Dutton /s/

Josh Meyer /s/ COUNTY COMMISSIONERS

Commissioner Echemann – Absent

We, J. P. Dutton 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.

J. P. Dutton /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK