

St. Clairsville, Ohio

July 11, 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 \$976,104.79**

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 July 11, 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:

**HR DEPARTMENT**-Erin McVay and Katie Bayness to Bellville, OH, on July 14, 2023, to attend the CLCCA Summer meeting. A county vehicle will be used for travel.

**DJFS**-Erin Greenwood to Columbus, OH, on August 24, 2023, to attend the Child Care SUTQ training. Estimated expenses: \$50.00.

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 July 5, 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 accepting applications to fill positions on the following boards:

- Belmont County Community Action Commission Governing Board. Applications will be accepted through July 14, 2023.
- Belmont County District Library Board. Applications will be accepted through July 14, 2023.

Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF HIRING SHERI CARPENTER AS PART-TIME MEDICAL DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Sheri Carpenter as part-time Medical Driver with Senior Services of Belmont County, effective July 17, 2023.

*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 HIRING BONNIE BOROVIK AS PART-TIME CENTER DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Bonnie Borovich as part-time Center Driver with Senior Services of Belmont County, effective July 24, 2023.

*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 HIRING WILLIAM MARINACCI AS FULL-TIME QA ADMINISTRATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire William Marinacci as full-time QA Administrator for Senior Services of Belmont County, effective July 17, 2023, at pay grade 8 step 1.

*Note: This is a new position.*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$8,516.71 in unspecified donations to the Belmont County Dog and Kennel fund for the second quarter of 2023, as follows: \$2,866.96 for April, \$3,531.81 for May and \$2,117.94 for June.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$269.96 in unspecified donations to the Animal Shelter (General fund) for the second quarter of 2023, as follows: \$269.96 for June.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT FOR THE BELMONT COUNTY ENGINEER'S PROJECT 23-8 WITH OHIO-WV EXCAVATING COMPANY**

Motion to enter into contract for the Belmont County Engineer's Project 23-8 BEL-CR42-1.14/1.55 (Fulton Hill Road) Slide Repair Project with OHIO-WV EXCAVATING COMPANY in the amount of \$418,309.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
BELMONT COUNTY ENGINEER'S  
PROJECT #23-8: BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 11th day of July, 2023 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair two roadway embankment failures and pavement damage areas on CR42 (Fulton Hill Road) and all related Work described by the Contract Documents.

All Work for BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR shall be completed by October 28, 2023.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications including Appendix II to Part 200 of the Code of Federal Regulations (CFR).

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

**PROJECT #23-8: BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR**

**PROJECT #23-8 TOTAL = \$418,309.00**

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

**BELMONT COUNTY COMMISSIONERS**

*Jerry Echemann /s/*  
*J. P. Dutton /s/*

**OHIO - WEST VIRGINIA EXCAVATING CO.**

By: *Kevin L. Winkler /s/*  
*Kevin L. Winkler, Secretary*  
*Print/Type Signature*

*Josh Meyer /s/*

**BEL-CR42-1.14/1.55 (PW#292) FULTON HILL ROAD SLIDE REPAIR**

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$5,000.00	\$5,000.00
275 SY	PAVEMENT REMOVED, ASPHALT	\$27.00	\$7,425.00
109 CY	EXCAVATION	\$38.00	\$4,142.00
173 CY	EMBANKMENT	\$36.00	\$6,228.00
395 SY	SUBGRADE COMPACTION	\$7.00	\$2,765.00
30 CY	EXCAVATION OF SUBGRADE	\$50.00	\$1,500.00
15 CY	GRANULAR MATERIAL, TYPE B	\$125.00	\$1,875.00
15 CY	GRANULAR MATERIAL, TYPE E	\$125.00	\$1,875.00
2 HOUR	PROOF ROLLING	\$150.00	\$300.00
325 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$36.00	\$11,700.00
245 SY	SEEDING AND MULCHING, AS PER PLAN	\$10.00	\$2,450.00
3,000 EACH	EROSION CONTROL	\$1.00	\$3,000.00
23 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$295.00	\$6,785.00

36 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$267.00	\$9,612.00
137 CY	AGGREGATE BASE	\$125.00	\$17,125.00
0.10 MILE	EDGE LINE, 4" (642)	\$15,000.00	\$1,500.00
0.05 MILE	CENTER LINE (642)	\$28,000.00	\$1,400.00
48 GAL	TACK COAT (407)	\$9.00	\$432.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$5,500.00	\$5,500.00
1,600 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$59.00	\$94,400.00
29 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$450.00	\$13,050.00
156 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$245.00	\$38,220.00
98 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$135.00	\$13,230.00
1,240 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$70.00	\$86,800.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$2,800.00	\$2,800.00
360 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$65.00	\$23,400.00
6 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$500.00	\$3,000.00
30 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$285.00	\$8,550.00
1 EACH	CONCRETE, MISC.: CAST-IN-PLACE CONCRETE LAGGING	\$1,200.00	\$1,200.00
20 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$160.00	\$3,200.00
279 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$75.00	\$20,925.00
2 CY	ROCK CHANNEL PROTECTION, TYPE B WITH FILTER FABRIC	\$450.00	\$900.00
32 FT	15" CONDUIT, TYPE A, 707.33, AS PER PLAN	\$125.00	\$4,000.00
2 MGAL	WATER	\$10.00	\$20.00
LUMP SUM	MAINTAINING TRAFFIC	\$7,500.00	\$7,500.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	\$1,500.00	\$1,500.00
LUMP SUM	MOBILIZATION	\$5,000.00	\$5,000.00
	<b>BEL-CR42-1.14/1.55 (PW#292) SLIDE REPAIR TOTAL</b>		<b>\$418,309.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT/LOAN AGREEMENT FOR THE BEL-CR5-6.89-10.23 RAMSEY RIDGE ROAD IMPROVEMENT PROJECT/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant/Loan Agreement for the **BEL-CR5-6.89-10.23 Ramsey Ridge Road Improvement Project** in the not to exceed amount of \$615,760.00, based upon the recommendation of Terry Lively, County Engineer.

*Note: Project is funded 74% OPWC, 26% MVGT fund.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AREA AGENCY ON AGING, REGION 9, INC. 2024-2026 REQUESTS FOR PROPOSALS-CARE COORDINATION APPLICATION FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Area Agency on Aging, Region 9, Inc. 2024-2026 Requests for Proposals-Care Coordination Application for Senior Services of Belmont County.

*Note: This application is for Care Coordination Funding through the AAA9 Case Managed and voucher program. The funding Source includes Older Americans Act Title III E-Family Caregiver, Alzheimer's Respite, and Senior Community State Block Grant funding.*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of one 2010 Dodge Avenger and one 2010 Ford E-250 Van for a trade-in amount of \$4,500.00, and the purchase of one 2023 Ford Escape from Dunning Ford of Cambridge, Ohio, in the amount of \$35,489.00, for a total cost of \$30,989.00 for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

*Note: This vehicle is a replacement vehicle for non-emergency medical transportation fleet.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services Contract between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County, for Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth, in the not to exceed amount of \$457,723.00, effective July 1, 2023 to June 30, 2024 for Program Year 2023.

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

**Whereas**, this contract, entered into on the 11<sup>th</sup> day of **July 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth of Belmont County for Program Year 2023 (July 1, 2023-June 30, 2024). These services are four (4) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
(740)695-1075

**Contractor:** The Community Action Commission of Belmont County  
153 ½ West Main Street  
St. Clairsville, OH 43950  
(740)695-0293                      UEI: LAG1P41TUJM3

**III CONTRACT PERIOD**

This contract and its terms for Program Year 2023 (PY23) will become effective on July 1, 2023. The termination date of this contract is June 30, 2024. This contract is the second year of a four-year RFP for the above-mentioned services. The contract may be renewed automatically for up to two (2) Program Years (PY24 and PY25) based upon satisfactory performance.

**IV DEFINITIONS**

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

Allowable Costs

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

Basic Skills Deficient

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

Attending School

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

Out-of-School Youth Eligibility Requirements

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

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:

- A school dropout;
- A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
- A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
- An individual who is subject to the juvenile or adult justice system;

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

#### Out-of-School Priority

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

#### In-School Youth Eligibility Requirements

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

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

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

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

#### Participation

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

#### Work Experience

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

#### Leadership Development

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

#### Adult Mentoring

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

#### Financial Literacy

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

#### Follow-Up Services

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

#### Employability Skills

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

#### Post-Secondary Education

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

#### Qualified Apprenticeships

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

#### Military Service

Reporting for active duty.

#### Performance

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

#### Proportional Payment

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

#### Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

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

**C. Service Requirements**

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

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

**D. Contractual Performance Standards**

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

**Performance Standards**

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**

5. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**
6. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month.**

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

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

**Contractual Reviews**

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

**E. Performance Reporting**

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

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

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

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

**F. Evaluation and Monitoring**

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

**VI AVAILABILITY OF FUNDS**

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

\$302,905.00 is CCMEP TANF Funds (CFDA #93.558)

Of this funding, \$197,260.00 is allocated toward Work Experience; \$42,432.00 is allocated toward Leadership Development; \$42,432.00 is allocated toward Adult Mentoring; and \$20,781.00 is allocated toward Financial Literacy.

\$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)

\$129,818.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds

Of this funding, \$84,540.00 is allocated toward Work Experience; \$18,186.00 is allocated toward Leadership Development; \$18,186.00 is allocated toward Adult Mentoring; and \$8,906.00 is allocated toward Financial Literacy.

Work Experience proposal includes 84 youth served working approximately 177 hours each for an average of \$3,354.76 per youth. 84 youth are expected to be served in the Leadership Development at a per youth cost of \$721.64. 84 youth are expected to be participating in the Adult Mentoring at a per unit cost of \$721.64. Ten out of school youth are anticipated to be served by the Financial Literacy component at a cost of \$2,968.70 per youth.

ALLOCATION	ORIGINAL AWARD DATE	BUDGET REFERENCE	CFDA#	LIQUIDATION DATE	AWARD I.D./FAIN#
<b>(PA) Public Assistance</b>					
CCMEP TANF Admin - CDJFS Lead	10/1/2022	JFSCACMA	93.558	12/31/2023	2301OHTANF
CCMEP TANF Reg - CDJFS Lead	10/1/2022	JFSCACMP	93.558	12/31/2023	2301OHTANF
<b>(WIOA) Workforce Innovation and Opportunity Act</b>					
CCMEP WIOA Youth Admin (PY22)	7/1/2022	JFSCWADM	17.259	9/30/2024	AA385492255A39
CCMEP WIOA Youth Program (PY21)	7/1/2021	JFSCWCWY	17.259	9/30/2023	AA363392155A39
CCMEP WIOA Youth Program (PY22)	7/1/2022	JFSCWCWY	17.259	9/30/2024	AA385492255A39

Omni circular data:

No R&D. No indirect rate.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

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

Reasons for denial of payment include but are not limited to

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

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

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

ACTIVITY	TOTAL COST
----------	------------

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

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

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

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

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

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

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

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

**XVIII COMPLIANCE**

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

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



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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

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

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

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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

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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

**XXXIII COPELAND "ANTI-KICKBACK" ACT**

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

**XXXIV DAVIS-BACON ACT**

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

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT**

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

**XXXVI**

**PUBLIC RECORDS**

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

**XXXVII**

**CLEAN AIR ACT**

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

**XXXVIII**

**ENERGY EFFICIENCY**

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

**XXXIX**

**COPYRIGHTS AND RIGHTS IN DATA**

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

**XL**

**PATENT RIGHTS**

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

**XLI**

**PROCUREMENT**

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

**SIGNATURES:**

*Jeffery Felton /s/*

6-23-2023

**Jeffery Felton, Director**

**Date**

Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
(740)579-0279

*J. P. Dutton /s/*

7/11/23

**J. P. Dutton, Belmont County Commissioner**

**Date**

*Jerry Echemann /s/*

7-11-23

**Jerry Echemann, Belmont County Commissioner**

**Date**

*Josh Meyer /s/*

7/11/23

**Josh Meyer, Belmont County Commissioner**

**Date**

*Alaire Mancz /s/*

7/3/2023

**Alaire Mancz, Director**

**Date**

Community Action Commission of Belmont County  
153 ½ West Main Street  
St. Clairsville, OH 43950  
(740)695-0293

**Approved as to form:**

*David K. Liberati /s/*

6/23/2023

**Belmont County Prosecutor**

**Date**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MODIFICATION NO. 1 TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND SINCLAIR BROADCAST GROUP**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Modification No.1 to the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Sinclair Broadcast Group, entered into on July 6, 2022, to extend the Outreach Services for the Workforce Development Area 16 (WDA16) services through June 30, 2024.

*Note: This extension is for \$97,060.00 in funding for the program year, July 1, 2023 through June 30, 2024.*

**Modification #1 to the Performance of Services – Area wide One-stop Operator Contract Period for Revision: July 1, 2023, 2022 to June 30, 2024**

**PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
740-695-1075

**Contractor:** Sinclair Broadcast Group  
9 Red Donley Plaza  
Mingo Junction OH 43938  
740-381-0078

This modification is to extend the Outreach Services for the Workforce Development Area 16 (WDA16) services through June 30, 2024. This contract was originally competitively procured in 2022 with the ability to extend annually up to three (3) additional years to June 30, 2026, with approval from the WDB16 and Council of Governments (COG). This extension is for \$97,060 in funding for the program year, July 1, 2023, through June 30, 2024. All other terms and conditions of this contract remain in effect.

**Signatures**

Jeffery Felton, Director

Date

Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950

J. P. Dutton

Date

Belmont County Commissioner

Jerry Echemann

Date

Belmont County Commissioner

\_\_\_\_\_  
Josh Meyer  
Belmont County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer McFadden  
Sinclair Broadcast Group  
9 Red Donley Plaza  
Mingo Junction OH 43938

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA16 Workforce Development Board Chair  
Approved as to form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Belmont County Prosecutor  
Upon roll call the vote was as follows:

\_\_\_\_\_  
Date

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM  
ERB ELECTRIC/SOBC COMMUNITY BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from ERB Electric, in the amount of \$4,665.00, to furnish and install the following items needed for the Senior Services of Belmont County – Community Building:

- Two TV’s with wall brackets.
- HDMI to kitchen TV
- Receptacles for TV
- Mount PC provided by Digital Data

*Note: The TV’s will be used as monitors that display in the driver area and kitchen. The display will include changes to the current day’s meal counts.*

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 A.M.**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of July, 2023.

\_\_\_\_\_  
\_\_\_\_\_  
COUNTY COMMISSIONERS

Commissioner J. P. Dutton – Absent

We, Jerry Echemann and Bonnie Zuzak, Vice-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.

\_\_\_\_\_  
VICE-PRESIDENT

\_\_\_\_\_  
CLERK

**9:30 Agenda Item: Executive Session-ORC 121.22(G)(1) Personnel Exception**

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

**10:15 Agenda Item: Belmont County Budget Hearing FY 2024**

**B.** Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for the fiscal year commencing January 1, 2024 for consideration by the County Budget Commission.

**10:45 Agenda Item: Bid Opening-Engineer’s Project 23-14 BEL-CR120-0.35 (Douglass Road) & BEL-CR128-1.63 (Boston Road) Slide Repair**

**C.** Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 23-14 BEL-CR120-0.35 & BEL-CR128-1.63 Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

July 11, 2023

*Engineer's estimate: \$344,000.00*

**11:00 Agenda Item: Bid Opening-Engineer's Project 23-15 BEL-CR34-2.52 (Hospital Road) & BEL-CR56-5.02 (Mt. Victory Road) Slide Repair**

**D.** Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 23-15 BEL-CR34-2.52 & BEL-CR56-5.02 Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.

*Engineer's estimate: \$236,995.00*

**Q.** Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$2,500,000.00 of notes to renew notes previously issued to pay part of the cost of road improvements.

**R.** Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the issuance of not to exceed \$4,600,000.00 of notes to renew notes previously issued to pay part of the cost of acquiring and renovating two buildings to house agencies, departments, boards, or commissions of the county, with related furniture, fixtures and equipment.

**S.** Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution consolidating up to two bond anticipation note issues of the county of Belmont, Ohio into a consolidated note issue, and establishing the terms of such consolidated note issue.

**T.** Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for Not to Exceed \$7,100,000.00 Various Purpose Refunding Bond Anticipation Notes, Series 2023 of the County of Belmont, Ohio.