

St. Clairsville, Ohio

July 19, 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 \$1,431,699.51

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A19.000 Clothing Allowance	\$6,000.00

H00 PUBLIC ASSISTANCE/BDCJFS

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H05.000 Public Assistance	\$400,000.00

P05 WATER WORKS FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Contract Services	\$100,000.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$62.90

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:

A00 GENERAL FUND AND O54 DEBIT SERVICES-COUNTY ISSUES

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9256-O054-O21.574 Transfers In	\$476,789.34

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$28,750.00

P05 WATER WORKS FUND AND N88 WWS RESERVE BOND SHORT LIVED/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$124,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

P53 SANITARY SEWER DISTRICT FUND AND O03 USDA SSD BOND PAYMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$71,000.00

P53 SANITARY SEWER DISTRICT FUND AND O61 SEWER BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$6,600.00

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$1,250.00

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 meeting dates:

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

A00 GENERAL FUND

E-0257-A015-A15.074	Transfers Out	\$476,789.34
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$242,000.00
E-0910-S033-S34.010	Supplies	\$10,000.00
E-0910-S033-S38.011	Contract Services	\$25,000.00
E-0910-S033-S39.000	Food Services Expenses	\$30,000.00
E-0910-S033-S43.000	Travel & Training	\$2,000.00
E-0910-S033-S44.003	OPERS/STRS	\$20,000.00
E-0910-S033-S47.006	Hospitalization	\$60,000.00

E-0910-S033-S50.005	Medicare	\$4,000.00
E-0910-S033-S60.010	Supplies/GS	\$3,000.00
E-0910-S033-S61.000	Food Services Expenses/GS	\$5,000.00
E-0910-S033-S65.011	Contract Services/GS	\$15,000.00
E-0910-S033-S67.000	Travel & Training/GS	\$1,000.00
E-0910-S033-S69.000	Activities/GS	\$2,000.00
<u>W50 MARRIAGE LICENSE</u>		
E-9711-W050-W03.000	Marriage License	\$5,365.50
JULY 19, 2023		
<u>A00 GENERAL FUND</u>		
E-0111-A001-E02.002	Salary	\$1,250.00
E-0131-A006-A04.002	Salaries-Road	\$1,000.00
E-0181-A003-A06.011	Contract Services	\$89,672.00
<u>B00 DOG & KENNEL FUND</u>		
E-1600-B000-B03.010	Supplies	\$4,500.00
E-1600-B000-B07.000	Veterinary Services	\$11,638.17
E-1600-B000-B11.000	Other Expenses	\$4,500.00
<u>L01 SOIL CONSERVATION/BSWCD</u>		
E-1810-L001-L14.000	Other Expenses	\$25,000.00
<u>N22 WWS CAPITAL IMPROVEMENTS/BCWSD</u>		
E-9022-N022-N17.000	USDA Water Projects	\$243,077.22
<u>O54 DEBT SERVICES-COUNTY ISSUES</u>		
E-9256-O054-O15.050	Principal Loan Payments	\$4,600,000.00
E-9256-O054-O16.051	Interest Payments	\$137,616.67
<u>O55 T.I.F. FUND</u>		
E-9255-O055-O03.050	Principal Loan Payments	\$2,500,000.00
E-9255-O055-O04.051	Interest Payments	\$74,791.66
<u>S30 OAKVIEW JUVENILE REHABILITATION</u>		
E-8010-S030-S40.000	Grant Holding Account	\$10,792.60
E-8010-S030-S51.002	Salaries	\$334,000.00
E-8010-S030-S53.000	Medical	\$5,600.00
E-8010-S030-S54.000	Food	\$5,234.64
E-8010-S030-S55.010	Supplies	\$2,300.00
E-8010-S030-S56.000	Motor Vehicles	\$600.00
E-8010-S030-S57.000	Travel & Staff Development	\$1,150.00
E-8010-S030-S58.000	Communications	\$12,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$24,000.00
E-8010-S030-S60.000	Maintenance & Repair	\$7,500.00
E-8010-S030-S62.000	Printing	\$25.00
E-8010-S030-S63.000	General	\$5,700.00
E-8010-S030-S66.003	PERS	\$33,000.00
E-8010-S030-S67.004	Workers Compensation	\$9,000.00
E-8010-S030-S68.006	Hospitalization	\$68,000.00
E-8010-S030-S69.007	Unemployment Compensation	\$6,800.00
E-8010-S030-S70.005	Medicare	\$3,500.00
E-8010-S030-S71.000	Education/Recreation	\$625.00
<u>S32 OAKVIEW JUVENILE REHABILITATION-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$212.60
<u>W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$1,250.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$132.00

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 19, 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 Y-95 EMPLOYERS SHARE PERS/
HOLDING ACCOUNT CHARGEBACKS FOR JUNE 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 June 2023.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,061.92
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	250.88
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	571.20
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	7,103.03

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	6,869.05
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,326.43
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	7,904.73
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,430.54
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,124.00
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	827.22
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,976.08
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	2,044.02
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,453.86
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,158.43
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,343.34
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,691.98
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	28,299.23
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,744.42
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,269.12
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,101.64
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,716.29
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,346.98
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
			122,483.09
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,632.85
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,329.04
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	27.98
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	1,033.87
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	246.84
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	593.06
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	315.16
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	1,048.10
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	513.54
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	66.19
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	351.60
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,103.19
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	481.29
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,332.80
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	165.15
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	70.65
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	51,090.66
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	2,071.30
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,528.61
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,982.34
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,052.41
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,755.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	380.80

Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,221.14
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	992.78
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,357.16
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,215.14
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,561.52
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,118.08
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	9,874.25
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,871.26
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,369.22
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	1,727.79
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	40,722.58
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	22,829.17
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	89.84
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,047.38
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
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,990.98
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,201.80
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	886.83
			355,776.88

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **B00-UNSPECIFIED DONATIONS/DOG AND KENNEL FUND-\$12,121.46** deposited into R-1600-B000-B08.5000 from 01/01/2023-03/31/2023. *Acknowledged by the Board of Commissioners on 4/12/2023.* **-\$8,516.71** deposited into R-1600-B000-B08.5000 from 04/01/2023-06/30/2023. *Acknowledged by the Board of Commissioners on 7/11/2023.* **O54 FUND/CASINO REVENUE Q4 2022 AND Q1 2023-\$476,789.34** transferred from the General Fund line E-0257-A015-A15.074 to line R-9256-O054-O21.574 of the O54 Fund on 07/19/2023.

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 11, 2023.

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 Triadelphia, WV, on July 20, 2023, to attend the Belomar Quarterly meeting.
DJFS-Hope Romshak to Cleveland, OH, on July 17-July 20, 2023, to attend the Kinnect to Family training. A county vehicle will be used for travel. Estimated expenses: \$150.00.
SSOBC-Senior Centers of Belmont County to Wheeling, WV, on all Tuesdays and Thursdays for the month of August, 2023, for senior outings to the Howard Long Wellness Center to participate in the Silver Sneakers Program. Lori Parsons to Pittsburgh, PA, on August 8, 2023, for a senior outing to the Robinson Town Center Mall. Sue Hines to Washington, PA, on August 16, 2023, for a senior outing to a Washington Wild Things baseball game. Maxine Jurovcik to Washington, PA, on August 16, 2023, for a senior outing to a Washington Wild Things baseball game. David Ward to Triadelphia, WV, on August 22, 2023, for a senior outing to The Highlands. Kay Driscoll to Senecaville, OH, on August 22, 2023, for a senior outing to Seneca Marina. Dorothy Burkhart to Coshocton, OH, on August 25, 2023, for a senior outing to Roscoe Village. Chuck Davis to Moundsville, WV, on August 28, 2023, for a senior outing to Grand Vue Park. Tish Kinney to Washington, PA, on August 30, 2023, for a senior outing to a Washington Wild Things baseball game. 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 HOLDING A TOWN HALL MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to hold a Town Hall meeting on Tuesday, August 1, 2023, at 6:00 p.m. at the Martins Ferry Recreation Center, 401 South 4th Street, Martins Ferry, Ohio 43935, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING DAVID CAMPBELL AS FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire David Campbell as a full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective July 31, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING FRANK SHAFFER, BELMONT COUNTY TOWNSHIP TRUSTEE ASSOCIATION PRESIDENT, TO THE BELOMAR REGIONAL COUNCIL AND EXECUTIVE BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to appoint Frank Shaffer, Belmont County Township Trustee Association President, to replace Stanley Stein on the Belomar Regional Council and Executive Board, effective July 19, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS TO THE BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (L.E.P.C.)

Motion made by Mr. Dutton, seconded by Mr. Echemann to make reappointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, for a two-year term, effective August 15, 2023 through August 14, 2025, and hereby authorize the submittal of the applications for these appointments to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

ELECTED OFFICIALS

Josh Meyer	Belmont County Commissioner
Cindi Henry	Belmont County Auditor
Roger Weaver	Pease Township Trustee

FIRE FIGHTING

Greg Probst	Fire Chief, Colerain Fire Department
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LAW ENFORCEMENT

David Lucas	Sheriff, Belmont County
Jerry Murphy	Police Chief, Martins Ferry Police Dept.
Lt. Brian McFarland	Ohio State Highway Patrol

EMERGENCY MANAGEMENT

Dave Ivan	Director, Belmont County EMA
Glenn Trudo	Deputy Director, Belmont County EMA
Becky G. Horne	Exec. Administrative Asst., Belmont County EMA
Michael Bianconi	EMA Volunteer

HOSPITAL

Brad Simms	East Ohio Regional Hospital
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FIRST AID

Ra Lene Henthorn	Disaster Program Specialist, American Red Cross
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HEALTH

Robert Sproul	Deputy Health Commissioner, Bel. County Health Dept.
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ENVIRONMENTAL

Richard Lucas	Environmental Health Director, Bel. County Health Dept.
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TRANSPORTATION

Terry Lively	Belmont County Engineer
Dave Schafer	County Superintendent, ODOT

MEDIA

Darby Copeland	EMA PIO, Village of Bridgeport
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COMMUNITY GROUP

Frank Wojewodka	Emergency Coordinator, Belmont Co. ARES
John A. Regis, Jr.	Belmont County Dept. of Job & Family Services
Kurt Turner	Clergy

INDUSTRY

Yvonne Ackerman	South Central Power Co.
Doug Longenette	United Dairy

OTHER

Bryan Minder	Director, Belmont County 911
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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 ADOPTING THE RESOLUTION FOR REPAYMENT OF CASH ADVANCE OF FUNDS FROM THE BROWNFIELD REMEDIATION PROGRAM

GRANT FUND TO THE GENERAL FUND

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

RESOLUTION

WHEREAS, all invoices have been paid for the Brownfield Remediation Program project; and

WHEREAS, all reimbursements have been received from Brownfield Remediation Program Grant; and

NOW BE IT RESOLVED, the repayment of the cash advance in the total amount of \$350,000.00 will be made from the Brownfield Remediation Program Grant Fund to the General Fund.

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 the county was reimbursed through the State of Ohio.

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR SHAUNA SCHAMBACH/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Shauna Schambach, for a mortgage deed dated June 11, 2015, as recorded in Volume 0553 pages 1380-1382 in the Belmont County Recorder's Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated June 11, 2015, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0553 at pages 1380-1382 and executed by Shauna Schambaugh to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

7/19/23
Date

Belmont County Commissioners:

By: J. P. Dutton /s/
 J. P. Dutton, President
Jerry Echemann /s/
 Jerry Echemann
Josh Meyer /s/
 Josh Meyer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM WORLDWIDE INDUSTRIES CORP. FOR BERRY, ORRISON AND CORBETT WATER STORAGE TANK RECOATING PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Worldwide Industries Corp., for Berry, Orrison and Corbett Water Storage Tank Recoating Project in the additional amount of \$6,100.00 to repair a hole in the Orrison Tank and a reduction of \$14,500.00 for final quantities adjustment for a total net reduction of \$8,400.00, for a new contract total of \$561,612.00, based upon the recommendation of Kelly Porter, Water & Sewer District Director.

CONTRACT CHANGE ORDER

Contract: Berry Orrison and Corbett Water Storage Tanks Recoating
 Owner: Belmont County Commission
 To: Worldwide Industries Corp.

Change Order No.:	1
Date:	June 8, 2023
State:	OH
County:	Belmont

You are hereby requested to comply with the following changes from the Contract Plans and Specifications

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Repair hole in Orrison Tank Final quantities adjustment	\$14,500.00	\$6,100.00
See attached documentation.		

Totals \$ 14,500.00 \$ 6,100.00

Net Change in Contract Price \$ 8,400.00 \$

JUSTIFICATION:
 Repair hole in Orrison Tank

The amount of the Contract will be (~~increased~~/Decreased): _____ Dollars \$ 8,400.00

The Contract total, including this and previous Change Orders will be: _____

Five hundred sixty-one thousand six hundred twelve dollars and zero cents \$ 561,612.00

The Contract period provided for completion will be (Unchanged) _____

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested X Jerry Echemann x [Signature] 7/19/23
 (Owner) (Date)
 Recommended [Signature] 6-16-2023
 Vaughn, Coast & Vaughn, Inc. (Owner's Architect/Engineer) (Date)
 Accepted [Signature] 6/13/23
 (Contractor) (Date)

Upon roll call the vote was as follows:

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

Mr. Dutton said this will be paid for out of funds received from the water and sewer customers.

IN THE MATTER OF ENTERING INTO AN INMATE TELEPHONE SERVICES AGREEMENT WITH INMATE CALLING SOLUTIONS, LLC/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Inmate Telephone Services Agreement with Inmate Calling Solutions, LLC, effective August 1, 2023 through July 31, 2026, at the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas. The Sheriff's Office will be paid a commission of 73.1% of the gross call revenue for all call types and 50% of any service fees collected with respect to inmate voicemail and 25% of any service fees collected with respect to voice messaging.

Note: This agreement may be renewed for up to two additional one year terms.

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement (“Agreement”) is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions (“ICS”), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Belmont County Board of Commissioners** (the “County”) having its principal address as set forth on Exhibit A, attached hereto.

WHEREAS, the parties were parties to that certain Inmate Telephone Services Agreement dated 11/7/2018 (the “Prior Agreement”); and WHEREAS, the parties now agree as follows:

1. **Term of Contract.** This Agreement shall be effective as of August 1, 2023 (“Effective Date”) and shall remain in force and effect for an initial term of three (3) years through July 31, 2026 (the “Initial Term”). This Agreement may be renewed by mutual consent of the parties for up to two (2) additional one-year terms. Notwithstanding the foregoing, either party may terminate this Agreement with sixty (60) day’s prior written notice, based on an adverse economic change, beyond such party’s reasonable control, that materially affects such party’s rights or obligations hereunder. In the event that County terminates this Agreement prior to the end of the Initial Term, for any reason other than an uncured default by ICS, then County shall reimburse ICS’ unamortized capital outlay for the Equipment provided hereunder in an amount equal to \$1,315 per month for each month that would have otherwise remained in the Initial Term. Upon termination of this Agreement, County shall promptly cease the use of all Equipment provided hereunder.
2. **Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the “Service Locations” listed on Exhibit A, attached hereto. The term “Equipment” is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County’s request based on availability of ICS.
5. **Call Rates.** ICS shall provide calling services to retail consumers at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the “Commissions”), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls, except as expressly provided on Exhibit D. ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose. Each Commission payment to County shall be final and binding unless ICS receives written objection from County within ninety (90) days of County’s receipt of such payment. The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a “Regulatory Change”) of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days’ prior written notice. In addition, Commission rates and amounts are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to the telephone Equipment materially consistent with industry practice. In the event ICS invoices County for additional services or Equipment, County shall pay such invoices within 30 days of the date thereof. ICS reserves the right to offset any past due invoices from amounts otherwise payable to County including, without limitation, Commissions.
7. **County shall:**
 - a. Advise ICS of any Services Location or related premise that has been closed.
 - b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
 - c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
 - d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
 - e. Provide suitable space and accessibility for inmates’ use of telephone services.
 - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
 - g. Permit reasonable access by ICS to County’s Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
 - h. Be responsible for designating any required destination numbers as ‘do not record’ to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
 - i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.
8. **Law and Venue.** The domestic law of the State of Ohio shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Belmont County of Ohio..
9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement, together with its Exhibits, constitutes the entire Agreement between the parties with respect to the subject matters and supersedes any prior written or oral agreements regarding such matters except with respect to express references to, and the transition from, the Prior Agreement. This Agreement may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon.
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County’s supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching

- party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
 14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
 15. Section intentionally deleted.
 16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
 17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
 18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
 19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
 20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.
EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.
 21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
 22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.
This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.
Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.
 23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
 24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
 25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
 26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:

- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
- b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
- c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

Belmont County Board of Commissioners

_____	<u>J. P. Dutton /s/</u>
(Signature)	J.P. Dutton, President
_____	<u>Jerry Echemann /s/</u>
(Printed Name)	Jerry Echemann, Vice President
_____	<u>Josh Meyer /s/</u>
(Title)	Josh Meyer
_____	<u>7-19-23</u>
(Date)	Date
	<u>David M. Lucas /s/</u>
	David M. Lucas
	Belmont County Sheriff

	Date
	APPROVED AS TO FORM:
	<u>Jacob Manning /s/</u>
	Jacob A. Manning, Belmont County
	Assistant Prosecuting Attorney

	<u>July 13, 2023</u>
	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE COMMISSARY SERVICES AGREEMENT WITH KEEFE COMMISSARY NETWORK LLC/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Commissary Services Agreement with Keefe Commissary Network, LLC, for supplying food and other related commissary items and services, effective August 1, 2023 through July 31, 2026, at the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas. The Sheriff's Office will be paid a commission fee equal to 28% of adjusted gross sales.

Note: This agreement may be renewed for up to two additional one year terms.

KEEFE COMMISSARY NETWORK, LLC
COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC("Keefe"), and Belmont County Board of Commissioners/Belmont County Jail, OH,("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: payments to inmate trust accounts; an inmate package program; transferring funds from inmates' trust accounts to secure release cards upon their release; and wholesale vending services (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the Keefe computer equipment ("Computer Equipment") and Keefe proprietary software ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1. **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software necessary to provide the Commissary Services. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS). All past due amounts due Keefe will be subject, at the option of Keefe, to a service charge equal to one and one-half percent (1.5%) per month of the unpaid balance.

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Keefe, in its sole discretion, determines that Customer's credit has become impaired, Keefe shall have the option to: (a) either decline to continue provision of Services hereunder, except on a cash in advance basis, until such time as credit has been re-established to Keefe's satisfaction; or (b) terminate this Agreement without liability whatsoever to Keefe, by giving sixty (60) days prior written notice to Customer.

All costs of collection of past due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Customer.

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to **28%** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit A of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid

to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. In the event of material cost changes due to causes beyond Keefe's control, including, but not limited to a change in the scope of services, merchandise changes requested by the facility, decreases in inmate population or efforts to organize labor or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that Keefe shall have the right to adjust its prices to reflect the impact of the change in circumstances. In the event Keefe believes a change in price is required based upon a change of circumstances, it shall submit to the Client a written notice of intent to change the relevant price not less than ten (10) calendar days prior to the date the price change will be implemented. The notice shall include copies of documentation reasonably necessary to document the change in circumstances. Unless the Client submits a written objection to the price change during the ten (10) day notice period, the price change will be made. In the event the Client submits a written objection, it shall include the basis for the objection and the Parties agree to meet promptly and negotiate in good faith regarding the requested price adjustment. Upon agreement of the adjusted pricing, the Parties agree to reflect the agreed upon pricing in writing and signed by the duly authorized officers of both Keefe and Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit B, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit B. Except as provided for herein, no fees for this service will be borne by Customer.

7. **RELEASE PAY SERVICE.** This Agreement includes Keefe's Release Pay™ Service, the terms of which are memorialized in Exhibit C, entitled "Release Pay™ Prepaid Debit Card Release", attached hereto and incorporated herein. Except as provided for herein, no fees for this service will be borne by Customer.

8. **TERM & TERMINATION.** This Agreement shall become effective as of August 1, 2023, and shall continue in effect for a period of three (3) years through July 30, 2026 (the "Base Term"). Upon mutual agreement of the Parties, this Agreement may be renewed for up to two (2) additional successive one-year terms thereafter. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

Keefe shall have the right to terminate this Agreement for convenience without cause or for cause, including but not limited to any change to or enactment of any federal, state or local law, rule, regulation, or regulatory guidance, or published change in the interpretation thereof by any federal, state, or local regulatory agency or other governmental agency having jurisdiction over this Agreement, which would have a material adverse effect upon: (i) the subject matter hereof; (ii) Keefe's ability to perform its obligations hereunder; or (iii) Keefe's expected risks or benefits under this Agreement; provided that the parties, after good faith discussions, cannot find a mutually agreeable solution after the parties have negotiated in good faith for a period not exceeding thirty (30) days, which negotiation period the parties can mutually agree to extend.

The Parties acknowledge that the term of the previous agreement between the Parties dated November 9, 2018, expired on November 8, 2022, but the Parties have continued to operate under the provisions of that previous agreement through and including the effective date of this current agreement.

9. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

10. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

11. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Ohio, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Ohio, without regard to any conflicts of law.

12. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

13. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

14. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. This indemnity and remedy shall survive the expiration or other termination of the Agreement.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

16. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

17. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

18. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

19. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

20. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

21. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

22. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

23. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

24. **EXHIBITS.** This Agreement includes the following Exhibits, attached hereto and incorporated into this Agreement.

- Exhibit A – Noncommissioned Items
- Exhibit B – Payment Services
- Exhibit C - Release Pay™ Prepaid Debit Card Release
- Exhibit D – Wholesale Vending Program

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

Belmont County OH Commissioners

Keefe Commissary Network, LLC

J. P. Dutton /s/

By:

J. P. Dutton, President

Name: John Puricelli

Title: Executive Vice President

Date:

Jerry Echemann /s/

Address for Notice:

Jerry Echemann, Vice President

10880 Lin Page Place, St. Louis, MO 63132

Josh Meyer /s/

With a copy to:

Josh Meyer

General Counsel, TKC Holdings, Inc.
1260 Andes Blvd., St. Louis MO 63132

David M. Lucas /s/

David M. Lucas

Belmont County Sheriff

APPROVED AS TO FORM:

Jacob Manning /s/

Jacob Manning, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND BELMONT COUNTY HEALTH DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Health Department, to provide home visiting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County for eligible families, effective July 12, 2023 through June 30, 2024 in an amount not to exceed \$50,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Plan of Safe Care Home Visitor**

Whereas, this contract, entered into on this 19th day of July, 2023, by and between the Belmont County Department of Job and Family Services (hereinafter "Agency") and Belmont County Health Department (hereinafter "Contractor"), is for the purchase of the performance of the following services: Home Visiting to implement Plans of Safe Care that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

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

II PARTIES

The parties to this agreement are as follows:

Agency: The Belmont County Department of Job and Family Services

68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075

Contractor: Belmont County Health Department
68501 Bannock Uniontown Rd.
St. Clairsville, OH 43950
740-695-1202

III **CONTRACT PERIOD**

This contract and its terms are effective July 12, 2023 through June 30, 2024.

IV **DEFINITIONS**

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

Allowable Costs

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

Participants

A participant is an individual who has been determined to have a “plan of safe care” developed by staff at Wheeling Hospital and referred to the Health Department by Children Services.

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.

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.

V **SCOPE OF WORK**

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

A. Contractor Responsibilities

1. Make initial contact with client by phone or mail within one week of referral. Schedule a direct visit within two weeks. Document contacts. Maintain spreadsheet of referrals.
Review, revise (if necessary), and implement the Plan of Safe Care and report these to Belmont County Job and Family Services.
2. Coordinate services with Early Intervention and Home Visiting.
3. Participate in monthly progress review meetings.
4. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
5. Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
6. Contractor shall meet all service requirements of this contract.
7. Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Agency Responsibilities

1. Agency will refer eligible families to the contractor.
2. Agency will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Performance Standards

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

1. Meet with the family face-to-face within 14 days of referral. Subsequent visits will be determined by the Plan of Safe Care.
2. Assist family in meeting goals of the Plan of Safe Care
3. Coordinate Plan of Safe Care with other services (e.g., Early Intervention, Help Me Grow) provided to the family.

D. Performance Reporting

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor at a rate of \$10.00 per quarter hour, including travel time to and from the client’s home. Documentation of activities is limited to one quarter hour per face-to-face session. Should the contractor be called upon to testify in Juvenile Court in abuse, neglect, or dependency hearings, the contractor will be compensated at the agreed upon rate for the time testifying as well as the time spent in the court awaiting to be called as a witness.
3. The Agency will also reimburse the contractor for mileage at the current IRS rate for travel to and from the client’s home, and to and from interagency meeting regarding client progress.
4. Monthly invoice will include the Name of the Client and Date of Contact, hours of direct service, supplies purchased, and incentives the client has earned.

E. Evaluation and Monitoring

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

both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Agency’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI **AVAILABILITY OF FUNDS**

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

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

VII **ALLOWABLE COSTS**

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

VIII **BILLING, PAYMENT AND COSTS**

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

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

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor's performance of services under this contract.

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

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

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

XVIII COMPLIANCE

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency.

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<u>Jeffery L. Felton /s/</u>	<u>7/17/2023</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>Jerry Echemann /s/</u>	<u>7-19-23</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>7-19-23</u>
Josh Meyer, Belmont County Commissioner	Date
<u>J. P. Dutton /s/</u>	<u>7-19-23</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>? /s/</u>	<u>July 10 2023</u>
Belmont County Health Department	Date
<u>Jacob Manning /s/ Assistant Pros. Attorney</u>	<u>July 19, 2023</u>
Approved as to form:	Date
Belmont County Prosecutor	
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 23-12 BEL-CR2-3.65/5.49 SLIDE REPAIR WITH NLS PAVING, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract for the Belmont County Engineer's Project 23-12 BEL-CR2-3.65/5.49 (Fulton Hill Road) Slide Repair Project with NLS Paving, Inc., in the amount of \$218,409.25, based upon the recommendation of Terry Lively, Belmont County Engineer.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS BELMONT COUNTY ENGINEER'S PROJECT #23-12: BEL-CR2-3.65/5.49 PAVING

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 19th day of July, 2023 between NLS PAVING, INC., 67925 Bayberry Drive, Suite B, St. Clairsville, OH 43950 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said NLS PAVING, INC. hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for placing 1.84 miles of a hot-mix asphalt surface course on CR2 (Deep Run Road) and all related Work described by the Contract Documents.

All Work for the BEL-CR2-3.65/5.49 PAVING Project shall be completed by OCTOBER 13, 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.

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.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
1,727 GAL	TACK COAT (407), 0.08 GAL/SY	\$2.75	\$4,749.25
900 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448), 1.5" THICK, W/ SAFETY EDGE	\$193.00	\$173,700.00
100 SY	PAVEMENT REPAIR, AS PER PLAN	\$70.00	\$7,000.00
1.84 MILE	CENTERLINE (644), 4" DOUBLE YELLOW	\$6,000.00	\$11,040.00
3.68 MILE	EDGE LINE (644), 4" WHITE	\$4,000.00	\$14,720.00
LUMP SUM	MAINTAINING TRAFFIC	\$2,700.00	\$2,700.00
LUMP SUM	MOBILIZATION	\$4,500.00	\$4,500.00
	BEL-CR2-3.65/5.49 PAVING TOTAL		\$218,409.25

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 NLS PAVING, INC. 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/
Josh Meyer /s/

NLS PAVING, INC.

By: Brian L. Varrato /s/
Brian L. Varrato, VP
 Print/Type Signature

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM SHELLY & SANDS, INC. FOR ENGINEER'S PROJECT 23-4

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 2 from Shelly & Sands, Inc., for the Belmont County Engineer's Project 23-4 BEL-CR108-0.00 Asphalt Leveling (North Road) in the amount of \$3,417.46, for a new contract total of \$182,548.46. Note: This is for additional quantities of hot-mix asphalt leveling and quantities adjusted for tack coat and pavement repair.

CHANGE ORDER NO. 2

SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS BELMONT COUNTY ENGINEER'S PROJECT #23-4: BEL-CR108-0.00 ASPHALT LEVELING

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 5th day of April, 2023 between SHELLY & SANDS, INC., P.O. Box 66, Rayland, Ohio 43943, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said SHELLY & SANDS, INC. hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for placing 2.33 miles of

a hot-mix asphalt leveling course on CR108 (North Road) and all related Work described by the Contract Documents.

CHANGE ORDER
*** ADDITIONAL QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR108	28.02 CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22 (448) LEVELING	\$198.00	+ \$5,547.96
		TOTAL ADDITIONS		+ \$5,547.96
ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR108	439 GAL	TACK COAT (407), 0.08 GAL/SY	\$3.50	-\$1,536.50
CR108	3 CY	PAVEMENT REPAIR, AS PER PLAN	\$198.00	-\$594.00
		TOTAL DEDUCTIONS		- \$2,130.50
TOTAL AMOUNT OF CHANGE ORDER				+ \$3,417.46

Reason for change order – quantities adjusted for actual materials used.

SUMMARY

ORIGINAL CONTRACT	\$165,232.00
CHANGE ORDER NO. 1	+\$13,899.00
ADDITIONS - CHANGE ORDER NO. 1	+ \$13,899.00
DEDUCTIONS - CHANGE ORDER NO. 1	- \$0.00
NET CHANGE - CHANGE ORDER NO. 1	+ \$13,899.00
ADDITIONS - CHANGE ORDER NO. 2	+\$5,547.96
DEDUCTIONS - CHANGE ORDER NO. 2	-\$2,130.50
NET CHANGE - CHANGE ORDER NO. 2	+\$3,417.46
TOTAL WORK TO BE PERFORMED	\$182,548.46
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT TO BE PERFORMED	\$17,316.46

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/ 7/19/23

J. P. Dutton /s/ 7/19/23

Josh Meyer /s/ 7/19/23

SHELLY & SANDS, INC.

By: *Sam Haverty /s/*

Sam Haverty

Print/Type Signature

Area Manager

Title

RECOMMENDED BY:

Terry Lively /s/

TERRY D. LIVELY, P.S., P.E.

BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 23-14 BEL-CR120-0.35 AND BEL-CR128-1.63 SLIDE REPAIR TO OH-WV EXCAVATING COMPANY

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's Project 23-14 BEL-CR120-0.35 (Douglass Road) and BEL-CR128-1.63 (Boston Road) Slide Repair to OH-WV Excavating Company, in the amount of \$348,213.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 23-15 BEL-CR34-2.52 AND BEL-CR56-5.02 SLIDE REPAIR TO OH-WV EXCAVATING COMPANY

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's Project 23-15 BEL-CR34-2.52 (Hospital Road) and BEL-CR56-5.02 (Mt. Victory Road) Slide Repair to OH-WV Excavating Company, in the amount of \$219,232.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM GEOTECHNCIAL ENGINEERING

SERVICES FOR NEW SALT BARN/ENGINEER'S DEPARTMENT

Motion to accept the proposal for Geotechnical Engineering Services for a new salt barn, in the estimated fee of \$7,060.00, for the Belmont County Engineer's Department.

Note: This fee does not include any clearing to access boring locations if needed.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TRADE-IN AND VEHICLE PURCHASE FROM WHITESIDE OF ST. CLAIRSVILLE FOR THE BELMONT COUNTY BUILDINGS AND GROUNDS DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of a 2011 F250 truck for a trade-in amount of \$6,000.00 and purchase one 2024 GMC Sierra 2500HD pickup truck from Whiteside of St. Clairsville in the amount of \$49,997.00 for a total cost of \$43,997.00, for Belmont County Buildings and Grounds Department, based upon the recommendation of Director Scott Larkin.

Note: This vehicle is a replacement vehicle for their fleet.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Joyce Hartley, Shadyside, voiced her concern about a ditch by her property that she said is ruining her home. Mr. Dutton said as he told her before, the Commissioners do not have any jurisdiction over the roads in the county, per the Ohio Revised Code, and she would need to talk to the County Engineer.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:34 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 9:54 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 9:54 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 are three motions to be considered.

IN THE MATTER OF APPROVING CHRISTINA SCHMITT, FULL-TIME DRIVER (NUTRITION) AT SSOBC, TO EXTEND AUTHORIZED UNPAID FAMILY MEDICAL LEAVE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Christina Schmitt, full-time Driver (Nutrition) at Senior Services of Belmont County, to extend authorized unpaid Family Medical Leave, effective July 13, 2023 and not to exceed July 20, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE VOLUNTARY JOB ABANDONMENT OF ALEXA BROWN, INTERMITTENT LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the voluntary job abandonment of Alexa Brown, intermittent LPN at the Belmont County Jail, effective immediately.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MOVING THE STEPS FOR REGISTERED NURSES JESSICA HORKULIC AND STACI MOORHEAD

Motion made by Mr. Dutton, seconded by Mr. Echemann to move the pay step for the following Registered Nurses at the Belmont County Jail under pay scale 13, effective July 23, 2023:

- Jessica Horkulic from Step 1 to Step 3
- Staci Moorhead from Minimum Step to Step 2

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 9:56 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:56 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of July, 2023.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

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