

St. Clairsville, Ohio

June 28, 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 \$722,091.85

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-0061-A002-B14.003 PERS	E-0257-A015-A15.074 Transfers Out	\$9.30

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S51.002 Salaries	\$10,500.00

S77 COMM-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S03.003 PERS	E-1520-S077-S01.002 Salaries	\$439.44
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	\$43.80
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S02.005 Medicare	\$64.10

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-0059-A009-A00.002 Salary	E-0059-A009-A1.003 PERS	\$81.48

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 S77 COMM-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1520-S077-S04.574 Transfers In	\$9.30

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$1,022,500.00

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND SHORT LIVED/BCSSD

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/BCSSD

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/BCSSD

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/BCSSD

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/BCSSD

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

T10 WATER & SEWER GUARANTEE DISPOSITAND P05 WATER WORKS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$2,013.49

T10 WATER & SEWER GUARANTEE DISPOSIT AND P53 SANITARY SEWER DISTRICT FUND/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$1,358.02

W80 PROSECUTOR-VICTIM PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,664.17

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 28, 2023, meeting:

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$5,334.90
E-0111-A001-E02.002	Salary	\$2,203.78
E-0111-A001-E09.003	PERS	\$460.39
E-0131-A006-A16.000	Other Expenses	\$1,060.81

B00 DOG & KENNEL FUND

E-1600-B000-B11.000	Other Expenses	\$5,947.21
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N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Contract Services Construction	\$65,139.33
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N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$28,122.25
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$140.00
E-8010-S030-S64.012	Equipment	\$5,500.00

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$158.45
E-1520-S077-S04.574	Transfers In	\$9.30

W80 PROSECUTORS-VICTIM PROGRAM

E-1511-W080-P01.002	Salary	\$2,664.17
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Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR MAY 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 May 2023.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,083.14
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	771.56
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,401.44
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,166.86
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	478.01
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,895.13
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,986.40
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,543.35
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,970.45
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,749.54
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,081.27
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.95
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	844.89
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,007.59
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,319.92
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,606.45
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,459.98
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,074.79
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,382.70
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,682.23
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	28,487.11
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,958.43
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,274.47
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,002.68
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,769.00
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,361.08
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	141.86

BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.18
			121,659.46
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,414.41
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,516.11
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	167.67
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	907.42
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	273.19
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	700.26
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	322.15
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	911.61
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	546.56
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	57.97
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	347.67
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	944.46
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	597.35
COVID-19 Vaccinations	E-2240-F092-F01.002	R-9895-Y095-Y01.500	325.45
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,440.74
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	129.48
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	7.58
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	50,621.38
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,305.74
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,803.34
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,538.38
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,551.32
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,099.23
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,760.18
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	286.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,226.28
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	996.96
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,362.88
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,220.26
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	17,687.68
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,928.31
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,632.99
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	9,608.14
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,584.80
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,896.96
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.23
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	40,774.69
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	24,148.44
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	3,082.53
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,819.67
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	634.66
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	540.73
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	540.91
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,999.37
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	270.37
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	958.04
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	729.80
			351,896.61

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/OTHER RECEIPTS-\$5,947.21** deposited into R-1600-B000-B07.500 Other Receipts on various dates in 2023.*(This amount is above the 2023 estimated revenue for R-1600-B000-B07.500)*
GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$5,334.90 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on various dates in 2023. *(Money was received from Belmont County Cat Stray Shun for the reimbursement of vet bills, this amount is above the 2023 estimated revenue for R-0057-A006-A05.500).*

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 June 28, 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 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 June 21, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcements:
The Belmont County Board of Commissioners is accepting applications to fill positions on the following boards:

- Belmont County Public Defender Commission. Applications will be accepted through July 7, 2023.
- Belmont County Community Action Commission Governing Board. Applications will be accepted through July 14, 2023.
- Belmont County District Library Board. Applications will be accepted through July 14, 2023.

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

IN THE MATTER OF APPROVING MOVING AYDIN ANGUS FROM FULL-TIME ASSISTANT DOG WARDEN TO FULL-TIME KENNEL STAFF

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve moving Aydin Angus from full-time Assistant Dog Warden to full-time Kennel Staff at the Belmont County Animal Shelter, at pay grade 2, step 1, effective July 2, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING STACI MOORHEAD AS FULL-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Staci Moorhead as full-time Registered Nurse at the Belmont County Jail, effective June 30, 2023, at pay grade 13, minimum step.
Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REHIRING CHRISTINE PARKER AS FULL-TIME CHILDREN SERVICES PROGRAM ADMINISTRATOR/JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to rehire Christine Parker as full-time Children Services Program Administrator at Belmont County Department of Job and Family Services, effective July 2, 2023, at pay grade 14, step 2.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RETIREMENT OF JON PURTIMAN, FULL-TIME ADULT PROTECTIVE SERVICES CASE MANAGER/JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the retirement of Jon Purtiman, full-time Adult Protective Services Case Manager at Belmont County Department of Job and Family Services, effective June 30, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE WORKFORCE DEVELOPMENT BOARD AREA 16

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following reappointments to the Workforce Development Board Area 16, for a two-year term, effective July 1, 2023 to June 30, 2025.

<u>Appointment:</u>	<u>Representation:</u>
Jeff Vaughn, Vaughn, Coast & Vaughn	Business
Ed Good, Utility Workers Union of America, AFL-CIO	Labor Organization

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE MENTAL HEALTH AND RECOVERY BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the reappointment of Debra Yeater, Caitlyn Romshak and Allie Starr to the Mental Health and Recovery Board for a four-year term, effective July 1, 2023 through June 30, 2027, based upon the recommendation of the Mental Health and Recovery Board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE FROM BOB’S TRANSMISSION SHOP/ BUILDING AND GROUNDS DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the estimate from Bob’s Transmission Shop, in the amount of \$3,600.00, for removal of old transmission and install new transmission in a 2015 Sierra Truck used by the Belmont County Building and Grounds Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ESTIMATE FROM WESTERN BRANCH DIESEL/DIVISIONAL COURTS BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the estimate from Western Branch Diesel, in the amount of \$7,436.49, for necessary repairs on the generator at the Belmont County Divisional Courts building.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN SWITZERLAND OF OHIO SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF’S OFFICE FOR 2023-2024 SCHOOL YEAR

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into School Resource Officer (SRO) contract between Switzerland of Ohio School District, the Belmont County Commissioners and the Belmont County Sheriff’s Office for the 2023-2024 school year.

Note: The school’s current rate of reimbursement to the county is \$32.74per hour (including all wages and benefits) for 190-8 hour days of SRO services.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO}
BETWEEN THE SWITZERLAND OF OHIO SCHOOL DISTRICT,
THE BELMONT COUNTY COMMISSIONERS AND
THE BELMONT COUNTY SHERIFF’S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2023-2024 school year, is made and entered into by and between the Switzerland of Ohio/Powhatan Elementary and the Belmont County Sheriff’s Office ("Sheriff’s Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in the Switzerland of Ohio School District.

I. Purpose of Contract

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

II. Term

In consideration of the funds to be paid by the SWITZERLAND OF OHIO/POWHATAN ELEMENTARY to the Sheriff’s Office, the Sheriff Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools. During the time period in which the deputy is acting as SRO for the SWITZERLAND OF OHIO/POWHATAN ELEMENTARY, said deputy shall be acting within the scope of his employment with the Sheriff’s Office. SWITZERLAND OF OHIO/POWHATAN ELEMENTARY shall utilize the services of the SRO for one-hundred-ninety (190) days that will be primarily during the regular student school year. SWITZERLAND OF OHIO/POWHATAN ELEMENTARY shall utilize the services of the SRO for eight (8) hours per day during the one-hundred-ninety (190) day period of time. The eight (8) hour per day schedule will be determined by theSWITZERLAND OF OHIO/POWHATAN ELEMENTARY and the Sheriff’s Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff’s Office on a weekly basis. During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff’s Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can them determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours. SWITZERLAND OF OHIO/POWHATAN ELEMENTARY will be invoiced once at the beginning of the school year and once in January of the following year. The SWITZERLAND OF OHIO/POWHATAN ELEMENTARY shall pay the Sheriff’s Office \$ 32.74 per hour for

time reported by the SRO, which include all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff’s Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a ***Contract Addendum***. At the end of the contract period, SWITZERLAND OF OHIO/POWHATAN ELEMENTARY will have the option to receive a refund of any monies remaining in the Sheriff’s Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward at the next billing cycle, should the SRO program continue. The Sheriff’s Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff’s Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff’s Office) to be used by said deputy in the performance of this Contract. The Sheriff’s Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff’s Office to the SWITZERLAND OF OHIO/POWHATAN ELEMENTARY will be covered by Workers’ Compensation and Unemployment Insurance maintained by the Sheriff’s Office, and the Sheriff’s Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2022, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

ID. Mission, Goals and Objectives

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to SWITZERLAND OF OHIO/POWHATAN ELEMENTARY facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

IV. Organizational Structure

A. Composition

The Sheriff’s Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

B. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff’s Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff’s Office. SROs are employed and retained by the Sheriff’s Office, and in no event shall any employee of the Sheriff’s Office be considered an employee of SWITZERLAND OF OHIO/POWHATAN ELEMENTARY.

V. Procedures

A. Selection

Available SRO position(s) will be filled per the Sheriff’s Office directives and selection process. Sheriff’s Office will make the final selection of any SRO vacancies.

B. SRO Program Structure

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff’s Office. All acts of commission or omission shall conform to the guidelines of the Sheriff’s Office directives. School officials should ensure that noncriminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff’s Office recognize, however, that SWITZERLAND OF OHIO/POWHATAN ELEMENTARY shall maintain full, final, and plenary authority over curriculum and instruction in the SWITZERLAND OF OHIO/POWHATAN ELEMENTARY, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff’s Office or its employees, and the Sheriff’s Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

C. Duties and Responsibilities of the SRO

The duties and responsibilities of the SRO will include, but not be limited to:

1. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff’s Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
2. Completion of reports and investigation of crimes committed on campus.
3. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the SWITZERLAND OF OHIO/POWHATAN ELEMENTARY. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
6. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
7. Conferencing with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.

8. Complying with all laws, regulations, and school board policies applicable to employees of SWITZERLAND OF OHIO/POWHATAN ELEMENTARY, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.

9. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.

10. Providing information concerning questions about law enforcement topics to students and staff.

11. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.

12. Preparing lesson plans necessary for approved classroom instruction.

13. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff’s Office supervisor and a school administrator.

14. Advising students, staff, and faculty on a limited basis.

15. Attending school extracurricular activities as needed. Off duty assignments are not included.

16. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.

17. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.

18. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.
- D. Duties and Responsibilities of the SRO Supervisor (Sheriff’s Office)

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SROs.

2. Ensuring SRO compliance with providing agency's directives,

3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).

4. Evaluation of SRO.
- E. SWITZERLAND OF OHIO/POWHATAN ELEMENTARY shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:

1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.

2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.
- F. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed. The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

VI. TERMINATION

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, SWITZERLAND OF OHIO/POWHATAN ELEMENTARY shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

VII. NOTICE

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to SWITZERLAND OF OHIO/POWHATAN ELEMENTARY:

Switzerland of Ohio School District
304 Mill Street
Woodsfield, OH 43793

If to the Sheriff’s Office:

Belmont County Sheriff’s Office
68137 Hammond Road
St. Clairsville, OH 43950

This has been agreed to in cooperation with the SWITZERLAND OF OHIO/POWHATAN ELEMENTARY and the Sheriff’s Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

SWITZERLAND OF OHIO
SCHOOL DISTRICT

By: David M. Lucas /s/
Date: 6/21/2023

By: Phil Ackerman /s/
By: Ron Winkler /s/
Date: 6-16-23

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:

J. P. Dutton /s/
J. P. Dutton, President
Jerry Echemann /s/
Jerry Echemann, Vice President
Josh Meyer /s/
Josh Meyer
Date: 6/28/2023

By: David K. Liberati /s/
Title: Assist. PA

Upon roll call the vote was as follows:

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

Mr. Dutton noted they will be covering the school in Powhatan Point.

**IN THE MATTER OF APPROVING THE AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES WITH VISTA SOLUTIONS GROUP, LP/RECORDS CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreement for Professional Consultant Services with Vista Solutions Group, LP, in the amount of \$2,347.76, for a one-year term, effective June 27, 2023 to June 24, 2024, for the Belmont County Records Center.

Note: The contract will be auto renewed for a one-year term unless a 45 notice is given. The agreement is for the records management software that allows Records to digitize records and store them in a searchable database.

A G R E E M E N T
FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT, is made and entered into this 28th day of JUNE, 2023 by and between **Belmont County, Ohio**, under the Constitution and Law of the State of Ohio, herein after referred to as the "**CLIENT**" and VISTA SOLUTIONS GROUP, LP., a TEXAS Limited Partnership having its principal business at 9020 Capital of Texas Highway North, Building 1 Suite 210, Austin, Texas 78759 herein after referred to as "**CONSULTANT**".

WITNESSETH

WHEREAS, the CLIENT intends to undertake Projects described as **CLIENT and County Software Integrations** and employ the CONSULTANT in connection with Projects as seen in Amendments, Quotes or Statements of Work; and,

WHEREAS, CONSULTANT recognizes that **Belmont County, Ohio** CLIENT, a political subdivision of the State of Ohio (hereinafter referred to as "County"), is a third-party beneficiary of the goods and services to be provided under this Agreement; and

WHEREAS, CONSULTANT, a reseller and developer of certain software and hardware, who is principally in the business of licensing proprietary image and information management software generally known as CONSULTANT and providing professional services of evaluating the business processes of licensees and configuring CONSULTANT, and other related integrated software application modules to be utilized by licensees to optimize those business practices, which also includes, but is not limited to advising, engineering, programming, integration, training and support;

WHEREAS, CONSULTANT also recommends certain computer and computer related hardware or software configurations to store system data and operate CONSULTANT software;

WHEREAS, CLIENT wishes to acquire from CONSULTANT a license(s) for CLIENT and County to use certain software identified herein to enable it to operate the Hardware, Services and Software defined herein (collectively the "System");

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with this Agreement;

NOW, THEREFORE, the CLIENT and the CONSULTANT, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONSULTANT'S SERVICES

The CONSULTANT agrees to provide all software and consulting personnel to perform the required professional services in the manner described in Scope of Services, EXHIBIT A, attached hereto and made a part hereof by reference.

This Agreement shall commence immediately upon the execution of this Agreement by both the CLIENT and the CONSULTANT and upon the CONSULTANT'S receipt of the written notice to Proceed from the CLIENT'S Administrative Agent and shall continue through the completion of the project at the completion date set forth in Scope of Services - EXHIBIT A, unless terminated and provided herein.

II. SOFTWARE SUPPORT SERVICES

A. HOURS OF SERVICE AVAILABILITY

Payment of the standard Support Fees entitles CLIENT to Support Services during the Principal Period of Maintenance (PPM). PPM is typically Monday through Friday, 8am CST to 5pm CST, or is 8 hours a day, five days a week while this Support Attachment is in effect. Service hours outside standard PPM may require additional quotations for work, time and materials which may be required for outside business hours use of space and amenities.

B. SCOPE OF SERVICE

CONSULTANT will provide Support Services during the PPM as long as the Covered Software is at the current or the next most current revision level and operated in accordance with CONSULTANT's published specifications. Support Services are (1) telephone support to help resolve software issues during the PPM; resolution may be delivered as a Software Maintenance Update (SMU), software bug fix module or workarounds; (2) commercially reasonable efforts to report and test fixes to defects in the Covered Software that materially and adversely affect the efficiency or use of the Covered Software as described in CONSULTANT's written specifications; software program fixes will be provided for the current release only; and (3) delivery and installation of all software revisions provided by vendors that CONSULTANT deems necessary with respect to the Covered Software; and CONSULTANT will use its reasonable efforts to render Support Services within a reasonable time.

C. UPGRADES TO COVERED SOFTWARE

During the PPM, CONSULTANT agrees to deliver to CLIENT without charge any upgrades containing error corrections or enhancements of the Covered Software ("Upgrades"). CONSULTANT may also offer to CLIENT new versions of the Covered Software which contain additional functionality, subject to an additional license fee. Support Services include remote installation or implementation of any Upgrades. This would not include installation and training

for newly purchased modules. Should the customer require onsite upgrade or installation, travel expenses are not included.

D. SERVICE LIMITATIONS

Support Services are contingent upon the proper use of the Covered Software in accordance with CONSULTANT's published specifications and do not include any of the following, in the sole discretion or determination of CONSULTANT: (1) service on Covered Software installed in unsafe or hazardous environments; (2) service required by accident, neglect, alterations, improper use, or misuse of the Covered Software, or as necessitated by service or modifications attempted by non-CONSULTANT personnel; (3) service to a version other than the current or the next most current version of the Covered Software; (4) efforts to restore the software version and/or data beyond the most recent back-up; (5) service related to software (or components thereof) other than the Covered Software; (6) service related to unqualified products, either hardware or software, that are attached or installed in or to the Covered Software that have not been previously approved by CONSULTANT; (7) service due to problems that are not directly caused by, or the direct result of the Covered Software, including failure of hardware or failure of CLIENT'S operating system; or (8) service due to problems attributable to third party hardware and/or software.

E. Notwithstanding anything to the contrary contained in this Support Attachment, during the PPM, CONSULTANT shall use commercially reasonable efforts to respond to problems in accordance with the "Priority Codes" set forth below. The Priority Codes below depict the priority level to be assigned by CONSULTANT to each issue or problem phoned in by Customer.

"A Priority" – A Software error renders the Software inoperable. Resources assigned within two (2) hours after notice during PPM.

"B Priority" – A Software error is detected for a system module which seriously impairs system operations, but does not render it inoperable. Resources assigned within four (4) hours after notice during PPM.

"C Priority" – Minor problems which CONSULTANT does not plan to address in a future software release, to be generally resolved during PPM within 30 days.

"D Priority" – Minor problems which CONSULTANT plans, or will plan to incorporate into a future software release, to be resolved in connection with the general commercial availability of such future software release.

II. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

The CLIENT shall pay the CONSULTANT for services provided hereunder and completed in accordance with the terms of this Agreement as the total contract amount for all goods and services provided under this Agreement including EXHIBITS A attached hereto and made a part hereof by reference. Said total amount to include all profit, direct and indirect

labor costs, personnel related costs, overhead and administrative costs, and all other costs which are necessary to provide the services as outlined in this Agreement, excluding travel related out-of-pocket expenses and costs where CLIENT requires CONSULTANT on-site. Notwithstanding the foregoing, the parties may additionally agree upon CONSULTANT'S delivery of additional products and professional services on a time and material basis, in which case, an EXHIBIT, Statement of Work, or Quote shall set forth the scope of work and rate at which professional services shall be rendered, as well as any additional terms and conditions related to CONSULTANT'S compensation for products and services.

A. METHOD OF PAYMENT

1. The CLIENT shall pay the CONSULTANT through payment issued by the CLIENT, upon receipt of the CONSULTANT'S invoice and written approval of same by the CLIENT indicating that services have been defined, or rendered in conformity with this Agreement. The CONSULTANT shall submit an invoice for payment to the CLIENT upon satisfactory completion of any or each phase described in EXHIBIT A in the amounts provided in future work by CONSULTANT.
2. The CONSULTANT'S invoices shall be in a form reasonably satisfactory to the CLIENT of the Circuit Court, who shall initiate disbursements.

B. ADDITIONAL SERVICES

If, upon written instruction by the CLIENT and written agreement by the CONSULTANT, the CONSULTANT shall provide or perform additional products and services, if such services are not required as a result of error, omission or negligence of CONSULTANT. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation proposal and submitted to the CLIENT for approval in writing by the CLIENT, or if services are being rendered on a time and material basis, then such services shall be provided upon submissions. In the event that services are being rendered at a fixed project price, the fee shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by a written Amendment. Any additional service or work performed before a written Amendment to this Agreement shall not be compensated by the CLIENT or County.

III. LIABILITY OF CONSULTANT

- A. General Indemnity.** The CONSULTANT shall pay on behalf of or indemnify and hold harmless the CLIENT and County, its officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs (including reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities for personal injury or damage to tangible property which may arise out of any negligent act, error,

omission, or default of the CONSULTANT'S (or CONSULTANT'S officers, employees or agents,) in the performance or failure to perform under the terms of this Agreement. CLIENT shall notify CONSULTANT in writing of such claim or commencement of any such suit, action or proceeding promptly upon CLIENT becoming aware thereof, and in any event within 5 business days thereof. CONSULTANT shall have the right to control the defense and settlement of all such claims with counsel reasonably acceptable to CLIENT, provided that CLIENT may participate in such defense at CLIENT's expense. CLIENT shall reasonably cooperate with CONSULTANT in the defense of such claims. CONSULTANT will not be liable for any settlement entered into without CONSULTANT's prior written consent, which will not be unreasonably withheld. This indemnification and hold harmless agreement shall survive the termination or expiration of this Agreement.

- B. Intellectual Property Indemnity. CONSULTANT agrees to indemnify and hold the CLIENT and County harmless against all claims and judicial or governmental determinations that the product(s) developed and delivered by CONSULTANT hereunder infringe or misappropriate any United States patent rights, copyrights, trade secrets, trademarks, service marks, or rights arising under any statute or regulation enacted to protect any intellectual property rights. CONSULTANT shall assume the defense of any such claim of infringement or misappropriation brought against the CLIENT and County in the United States, by counsel retained at CONSULTANT'S expense, provided the CLIENT notifies CONSULTANT in writing of such claim or of the commencement of any such suit, action or proceeding within fifteen (15) business days thereof. CONSULTANT shall determine the disposition of such claim, suit, action or proceeding and the manner in which same shall be handled. CLIENT shall not consent to any judgment or decree or compromise of any such claim of a third party without first obtaining CONSULTANT's written consent. Notwithstanding the foregoing, no such indemnification or defense shall be required of CONSULTANT in the event that the claim or determination of infringement or misappropriation arises out of (i) modification of any product(s) by any party other than CONSULTANT or based upon specifications provided by CLIENT included in such product(s) where Consultant has advised CLIENT, in writing, that such specification could be an infringement or misappropriation (ii) CLIENT'S or County's failure to use the product(s) in accordance with this Agreement or any documentation supplied to CLIENT by CONSULTANT, or (iii) CLIENT'S or County's combination, operation, or use of the product(s) with CONSULTANT products not approved by Consultant. This Section states CONSULTANT'S entire obligation with respect to actual or threatened third-party infringement claims. This indemnity does not apply to products that are developed by third parties and sublicensed to CLIENT or licensed directly to CLIENT by the third party; such products will be covered by the intellectual property indemnities, if any, provided by the third party. Except to the extent that CONSULTANT'S indemnification obligations are excluded above, in the event that the use or sale of all or any portion of the product(s) or any literature related thereto, is preliminarily or permanently enjoined by reason of

infringement or misappropriation of any third party intellectual property right referred to in the paragraph above, CONSULTANT shall at CONSULTANT'S sole discretion, cost and expense, take any one of the following actions as soon as practicable:

- (1) Procure for the CLIENT the right to continue the use of said product(s) or literature; or
- (2) Modify the infringing or misappropriating product(s) or literature so they become non-infringing or non-misappropriating; or
- (3) Replace the infringing or misappropriating product(s) or literature with compatible, functionally equivalent, non-infringing product(s) or literature.

IV. RESPONSIBILITIES OF THE CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all reports, designs, specifications, other documents and data used or produced by CONSULTANT or its agents under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data as described in the Scope of Work.
- B. Neither the CLIENT'S review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement or the acceptance of defective work.
- C. The rights and remedies of each party provided for under this Agreement are in addition to any other rights and remedies provided by law.
- D. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- E. The CONSULTANT warrants that Consultant has not employed or retained any company or person (other than a bona fide employee working solely for the CONSULTANT), to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- F. The CONSULTANT covenants and agrees that Consultant and its employees shall be bound by the Standards of Conduct of the Ohio Statutes, as it relates to work performed under this Agreement. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- G. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the CLIENT as described for Public Entity Crimes of the Ohio Statutes, and the CONSULTANT shall thereafter comply with Ohio Statutes concerning such activities.
- H. The CONSULTANT shall comply with all federal, state and local laws, regulations and ordinances applicable to the products and services provided under this Agreement, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- J. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the CONSULTANT'S offices for the purpose of inspection, audit, and copying during normal business hours by the CLIENT, or any of its authorized representatives, with ten (10) business days prior written hand delivered notice. Such records shall be retained for a minimum of three (3) years after completion of the services.
- K. CONSULTANT warrants and represents that CONSULTANT is authorized to provide software maintenance support for the system pursuant to the description provided in EXHIBIT A (noted as "Annual Maintenance and Support").
- L. CONSULTANT warrants and represents that neither COUNTY nor the CLIENT will be considered a third party within the meaning on the License, Support or Maintenance Agreements, and that CONSULTANT offers the maintenance and support pursuant to agreement with COUNTY or CLIENT in accordance with the terms of this Agreement.
- M. For the purpose of any limitation in this Agreement and its exhibits, the cost of the license fees paid to CONSULTANT under Exhibit A shall be the fee actually paid by user.

VI. OWNERSHIP AND USE OF DOCUMENTS

Notwithstanding anything herein to the contrary, CONSULTANT does not convey, nor does CLIENT or County obtain any rights in the methods, systems, or proprietary materials used or provided by CONSULTANT pursuant to this Agreement. CONSULTANT shall own all property rights in the software and documentation, if any, developed by CONSULTANT in the performance of this Agreement, including but not limited to copyright, but the CLIENT is granted a non-exclusive, perpetual, royalty-free license to use (but not to sell, license or otherwise transfer or permit others to use) such software and documentation in connection with the sublicensed software provided by CONSULTANT to the CLIENT under this Agreement. Nothing herein shall preclude CONSULTANT from using and maintaining its proprietary interest in the ideas, know-how, methods, techniques

or inventions that it brought to or developed during the course of providing the services. Specific written authority is required from the CLIENT to use any index data and electronic images contained within the work product of this Agreement.

VII. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the CLIENT. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure proper configuration and timely delivery of services pursuant to the requirements of this Agreement. The CONSULTANT shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. Initial selection or any change or substitution to the CONSULTANT'S key personnel must receive the CLIENT'S Administrative Agent's written approval before project inception or any changes or substitution(s) become effective. The CLIENT understands that requiring a specific individual may have adverse affects on the timeliness of the project.

- A. The CONSULTANT shall deliver to the CLIENT a preliminary Project Schedule with specific calendar dates within 15 days of contract signing. This Project Schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement. This Project Schedule is subject to change until the Scope of Work is completed.
- B. The CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in EXHIBIT A, if any, subject only to delays caused through no fault of the CONSULTANT. Time is of the essence in the performance of this Agreement.
- C. The CONSULTANT agrees to provide to the CLIENT'S Administrative Agent, weekly written progress reports concerning the status of the Project. The CLIENT'S Administrative Agent may request certain formatting for this progress report. The CLIENT shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CONSULTANT.
- D. In the event delays occur on the part of the CLIENT or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CONSULTANT which delay the Project Schedule completion date, the CLIENT'S Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay plus reasonable time to reallocate resources as required.

VIII. OBLIGATIONS OF CLIENT

- A. The CLIENT'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, additional specific project managers will be

authorized to perform the responsibilities of the CLIENT'S Administrative Agent. The responsibility of the CLIENT'S Administrative Agent is described in EXHIBIT A, Scope of Services.

- B. The CLIENT shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the CLIENT'S possession which may be useful in connection with the work of this Agreement, all of which shall be and remain the property of the CLIENT and shall be returned to the CLIENT'S Administrative Agent upon completion of the services to be performed by the CONSULTANT.
- C. The CLIENT'S Administrative Agent shall conduct periodic reviews of the work of the CONSULTANT necessary for the completion of the CONSULTANT'S services during the period of this Agreement and may make other CLIENT personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be reasonably determined solely within the discretion of the CLIENT. The CLIENT'S technical obligations to this Project, if any, are stated in EXHIBIT A Scope of Services.
- D. The CLIENT shall not provide any services to the CONSULTANT in connection with any claim brought on behalf of or against the CONSULTANT by anyone other than the CLIENT or County, but the CLIENT shall reasonably cooperate with CONSULTANT in the defense or prosecution of such claims.
- E. CLIENT shall cooperate with CONSULTANT as necessary to permit orderly and proper performance of the services. Such cooperation shall include, but not be limited to: (a) timely provision of access to locations, facilities and equipment to be provided by CLIENT; and (b) the provision of appropriate test environments, consisting of necessary hardware configurations, networking and software version levels as may be necessary from time-to-time in order to verify system and application performance; and (c) timely providing of information requested by CONSULTANT and timely responses to CONSULTANT's questions. Failure to do so may negatively impact the timeframes listed in the Scope of Work.
- F. The CLIENT shall comply with all federal, state and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

IX. TERMINATION

- A. The CLIENT shall have the right at any time upon thirty (30) calendar days written notice to the CONSULTANT to terminate the services of the CONSULTANT and, in that event, the CONSULTANT shall cease work and shall deliver to the CLIENT all documents, (including reports, designs, specifications, and all other data)

prepared or obtained by the CONSULTANT in connection with its services. The CLIENT shall, upon receipt of the aforesaid documents, pay to the CONSULTANT and the CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted phase, task or deliverable shown in EXHIBIT B, Payment Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task shown in EXHIBITS A, Statements of Work, or Quotes. In the event that services are rendered on a time and materials basis, then CLIENT shall pay CONSULTANT up until the time that services are terminated by CLIENT.

- B. In the event that the CONSULTANT has abandoned performance under this Agreement, then the CLIENT may terminate this Agreement upon three (3) calendar days written notice to the CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating the CONSULTANT'S abandonment. Payment for work performed prior to the CONSULTANT'S abandonment shall be as stated above. If the CLIENT terminates under this paragraph (B) and Consultant has not abandoned performance under this Agreement, the termination shall be treated as termination under paragraph (A) above.
- C. The CONSULTANT shall have the right to terminate this Agreement (a) in the event of the CLIENT failing to pay the CONSULTANT'S properly documented and submitted invoice within forty-five (45) calendar days of the receipt by CLIENT of CONSULTANT'S invoice, (b) if the Project is suspended by the CLIENT for a period greater than forty-five (45) calendar days, or (c) if the CLIENT breaches any other term or condition of this Agreement, and such breach is not cured within thirty (30) days of CONSULTANT'S notifying CLIENT of the breach in writing.
- D. The CLIENT reserves the right to terminate and cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

X. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change, the CLIENT and the duly authorized representative for the CONSULTANT shall agree in writing to this change.
- B. Any reference to Ohio Statutes in this Agreement shall mean that the Ohio Statutes shall by reference be made a part of this Agreement as though set forth in full.

- C. Taxes. The CLIENT is tax-exempt and is not liable for any sales, use, excise or any other tax arising from the purchase or installation of the products and services. If personal property taxes are levied upon the computerized software under the laws of the State of Ohio, CONSULTANT shall pay all such taxes.
- D. Trade Secrets/Public Records. The parties agree that disclosure of information received pursuant to or as a result of the agreement shall be governed by the Public Records laws, Ohio Statutes. This includes Ohio Statutes that govern the disclosure of data processing software that constitutes a trade secret.
- E. The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the CLIENT, which consent shall be within the CLIENT's discretion, except that claims for the money due or to become due the CONSULTANT from the CLIENT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the CLIENT. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the CLIENT. In the event of any dissolution of CONSULTANT business operations, ability to support the CLIENT, a cease of the CONSULTANTS business or bankruptcy, CLIENT shall be entitled to the "source code" for any and all software licensing, development completed or partially completed without additional cost to the CLIENT.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Ohio and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in CLIENT County, Ohio. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- H. Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, facsimile, or email with delivery confirmation by either party.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. **Notwithstanding any provision of this Agreement or any exhibit to the contrary, neither party shall in any event be liable for any special, indirect,**

incidental, consequential or punitive damages, whether or not such party receives notice of the potential for such damages. In addition, CONSULTANT's liability to CLIENT and County under this Agreement will not exceed the total amount payable by CLIENT to CONSULTANT under this Agreement.

- L. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Agreement which is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, "force majeure" shall include, but is not restricted to, the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If any event constituting force majeure occurs, the affected party shall notify the other party in writing, within 48 hours of the occurrence, disclosing the estimated length of the delay, and the cause of the delay. If a force majeure occurs, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligation of that party shall be extended for a period equal to the delay so caused.

IX. ENTIRETY OF CONTRACTUAL AGREEMENT:

The CLIENT and the CONSULTANT agree that this Agreement and EXHIBITS attached, or following, hereto and made a part hereof sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

CONSULTANT: Michael J. Hundley
VISTA SOLUTIONS GROUP, LP

BY: [Signature]
Signature

ITS: Chief Executive Officer

DATE: 6/15/2023

CLIENT: BELMONT COUNTY, OHIO

[Signature] x NP32
BY: [Signature]
Signature

DATE: 6/28/23

APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE MILLS GROUP LLC AGREEMENT FOR NEW RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Amendment No. 1 to the Mills Group, LLC agreement, for additional architectural services relative to a new Records Building and Health Department Building project as follows:

- Geotechnical services-\$11,500.00
- Site Surveying services-\$23,350.00
- Haz Mat remediation design services-\$15,000.00
- Demolition documentation, bid solicitation and contract administration services-Not to exceed \$22,000.00.

Board of Commissioners of Belmont County, Ohio
Records Building and Health Department Project

Amendment No. 1 to the Architect Agreement

Pursuant to the AIA B101-2017, Standard Form of Agreement Between Owner and Architect as modified, dated May 18, 2022, between the Board of Commissioners of Belmont County, Ohio (the "Owner") and Mills Group, LLC (the "Architect"), specific to the above-referenced Project (the "Agreement"), the Owner and Architect hereby amend the Agreement as set forth below.

As contemplated by Section 4.2 of the Agreement, additional geotechnical, surveying, remediation, and demolition services are added to the Architect's Scope of Services for the Project as Additional Services in accordance with Exhibit A of this Amendment, to the extent not inconsistent with the Agreement.

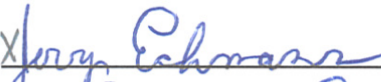

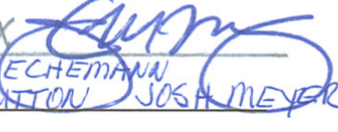
Specifically, the following language is added to the end of Section 11.3:


The compensation for the Additional Services of: geotechnical services shall be \$11,500.00; new building site surveying services shall be \$23,350.00; county home/sewer admin haz mat remediation design services shall be \$15,000.00; demolition documentation, bid solicitation, and contract administration services shall be billed at the Architect's hourly rate, as outlined in the Agreement, and shall not exceed \$22,000.00.

Except as stated herein, this Amendment shall not alter any part of the Agreement between the Owner and Architect. This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

The Board of Commissioners of Belmont County, Ohio

Mills Group, LLC

By: X 
X  X 
Printed Name: JERRY ECHEMANN
J.P. DUTTON JOSHUA MEYER
VICE-PRES
Title: PRESIDENT MEMBER
Date: 6-28-23

By: 
Printed Name: Victor R. Greco
Title: Principal Architect
Date: June 21, 2023

Upon roll call the vote was as follows:

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

Mr. Dutton said the Coroner will also have space in the new building. They are looking at building at a site off of Route 331 near the EMA and 911 buildings. The old county home will be demolished.

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in the not to exceed amount of \$120,455.00 for the WDA16 Business Team Program Plan, effective June 1, 2023 through June 30, 2024.
Note: This contract is to assist local employers with filling their job vacancies and matching job seekers with employers in Belmont, Carroll, Harrison and Jefferson counties.

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

Whereas, this contract, entered into on the **28th** day of **June, 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Jefferson Community Action Council, Inc. (hereinafter “Contractor”), is for the purchase of the performance of the following services: Business Resource Network Operation that meet the requirements and standards of the WDA16 Business Team program plan state submission funded with Workforce Innovation and Opportunity Act (WIOA) Adult funds, as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to implement the WDA16 Business Team program plan state submission, which includes being the employer of record for the Business Outreach Account Executive.

II PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075
- Contractor:** Jefferson County Community Action Council, Inc
114 North 4th Street
P.O. Box 130
Steubenville, OH 43952
740-282-0971
DUNS: 121674931
WIOA Area 16 subgrant G-2425-15-0053
FAIN: AA332491955A39
No R&D
14.20% Indirect cost rate.

III CONTRACT PERIOD

This contract and its terms for June 1, 2023, through June 30, 2024 and will become effective on June 1, 2023. All disbursements from BCDJFS to JCCAC for BRN must be completed by 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 customer.
- BRN
Business Resource Network is a combination of economic, educational and employment partners working together to serve the employer customer.
- 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. The Business Outreach Account Executive will be employed by the Contractor, and subject to all of the Contractors’ workplace rules and policies. The WDB16 Staff to the Board will be responsible to oversee the performance and work products of the Business Outreach Account Executive, who will send a monthly written report to the Staff to the Board.
- Proportional Payment
Proportional payment would occur at the Purchaser’s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor’s breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.
- Services
Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.
- WDA16
Workforce Development Area 16, which consists of Belmont, Carroll, Harrison and Jefferson counties. BCDJFS is the Fiscal Agent for WDA16.
- WIOA
WIOA is the Workforce Innovation and Opportunity Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall employ the necessary staff to operate the program. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to BRN activities.
2. The Contractor’s staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable.
3. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

WDA16 Business Team program plan state submission is attached to this contract. To implement this plan, the WDB16 Staff to the Board will oversee that the Business Outreach Account Executive will work toward the following:

1. **Quarterly Business Team Meetings:** June 2023, Sept 2023, Dec 2023, March 2024, and June 2024.
2. **Approved first Pre-Apprenticeship Program with WDB16 Apprenticeship Sponsorship by 12/2023.**
3. **Monthly Job Fairs,** with in person fairs held in April-May (2) and Sept-October (2)
4. **Incumbent Worker Training (IWT) and Tech Cred:** Secure at least (2) IWT contracts and (2) Tech Cred contracts by the first quarter 2024.
5. **Credential Based Training linking high school students to employers:** 4 programs operational to meet Ohio Graduation Seal requirements by 2nd Quarter 2024 for fall 2024 enrollment. Goal to serve 60 students.
6. **Virtual Reality Career Exploration:** Work to achieve the goals established in the Special Projects grant that funded this 2 year effort, including expanded use of sims by high school students and business, and helping to enroll more students into CCMEP workforce preparation services.
7. **New Business Contacts through outreach:** Contact an average of 8-10 businesses per month and actively build relationships with this growing list of businesses. By May 2024, have developed regular and ongoing contact with at least 100 businesses in the 4-county area.

D. Contractual Reviews

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

E. Performance Reporting

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

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

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

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

F.Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) Adult grant funds (CFDA 17.258). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$120,455. All payments must be completed by June 30, 2024.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment, except that the final payment must be completed by June 30, 2024.

Reasons for denial of payment include but are not limited to

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

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

The following cost schedule is based upon performing the services herein described for the Business Outreach Project.

Detailed budget is as follows:

SIGNATURES

Jeffery Felton /s/

Jeffery Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

6/9/2023

Date

J. P. Dutton /s/

J. P. Dutton, Belmont County Commissioner

6/28/23

Date

Jerry Echemann /s/

Jerry Echemann, Belmont County Commissioner

6/28/23

Date

Josh Meyer /s/

Josh Meyer, Belmont County Commissioner

6/28/23

Date

Michael K. McGlumpy /s/

Sign above & Print name and title:

Jefferson County Community Action Council, Inc
114 N 4th Street
Steubenville, OH 43952

6-16-23

Date

Nicole Paulette /s/

WIA-16 Workforce Development Board Vice-Chair

6-16-23

Date

Tony Morelli /s/

WIOA-16 Council of Government Chair

6-16-23

Date

Robert Guentter /s/

WDB16 Staff to the Board

6/14/23

Date

David Liberati /s/

Approved as to form:

6/9/2023

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions in the maximum amount of \$50,000.00, effective July 1, 2023 through June 30, 2024 to provide Family Team Meeting services for Belmont County Children Services Department.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Family Team Meeting Facilitator

Whereas, this contract, entered into on this 28th day of June 2023, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

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

II PARTIES

The parties to this agreement are as follows:

- Agency:

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

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

III CONTRACT PERIOD

This contract and its terms are effective July 1, 2023 to 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 be eligible to participate in and who is receiving services through the Children Services Department.

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

- Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
- Facilitators are contractors of the Agency and do not have direct line responsibility for the case.
- Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
- The Family Team Meeting process includes, but not necessarily limited to, the following components: preparation (including assisting the family and worker in identifying participants), developing the agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
- Contractor agrees to provide agency with an emergency contact number.
- Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
- 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.
- Contractor shall meet all service requirements of this contract.
- Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering 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.
- 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

- Agency will refer eligible families to the contractor.
- Agency will provide the room and supplies necessary for the Family Team Meetings to occur.
- Agency will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Performance Standards

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

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

D. Performance Reporting

- 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.
- Agency agrees to compensate contractor (\$200.00) two-hundred dollars for each FTM. This amount is to cover all costs associated with all components of the FTM, with the exception of any food/refreshments provided during the FTM.
- Monthly invoice will include the Name of the Family and Date of Conference.

E. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

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

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 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
- 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

Jeffery Felton /s/

Jeffery L. Felton, Director

6/21/2023

Belmont County Department of Job and Family Services

Date

J. P. Dutton /s/

6/28/23

J. P. Dutton, Belmont County Commissioner

Date

Josh Meyer /s/

6/28/23

Josh Meyer, Belmont County Commissioner

Jerry Echemann /s/

6/28/23

Jerry Echemann, Belmont County Commissioner

Date

Katie Kendall /s/

6/21/2023

Katie Kendall

Kendall Behavior Solutions

David Liberati /s/

6/21/2023

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 APPROVING THE TITLE IV-E AGREEMENT BY THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, AND THE BELMONT COUNTY PROSECUTOR

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and execute the Title IV-E agreement by the Belmont County Board of County Commissioners, on behalf of the Belmont County Department of Job and Family Services, and the Belmont County Prosecutor, to allow claim reimbursement at the rate of \$44.74 per quarter hour, for the cost of the Prosecutor representing the Department of Job and Family Services in Children Services cases, effective January 1, 2023 through December 31, 2023.

I. Purpose

This Agreement is entered into by the Belmont County Board of County Commissioners through it's agent, Belmont County Department of Job and Family Services (hereinafter referred to as BCJFS) and the Belmont County Prosecutor for the purpose of defining the relationship and responsibilities between the parties for the Prosecutor's activities which contribute to the proper and efficient administration of the Title IV-E program of the Social Security Act, 42 U.A.C.A 670 et. Seq.

II. Responsibilities of Belmont County Job and Family Services

Under this Agreement, BCJFS will seek from the Federal government available federal participation (hereinafter FFP) on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in the Agreement, and as may be allowable under 45 CFS 1356 (C)(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, BCJFS will distribute to the Prosecutor the FFP awarded and received by BCJFS.

III. Responsibilities of the County Prosecutor

A. Role of Prosecutor

Under this Agreement, BCJFS recognizes the Prosecutor as a unit of local government which performs activities with contribute to the proper and efficient administration of Title IV- E within the State of Ohio and within the County.

In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Ohio Revised Code to serve as legal counsel for BCJFS in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Ohio Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

B. Allowable Functions

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to serving as legal counsel for BCJFS, the County agency empowered, pursuant to Chapter 5153 of the Ohio Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for such a representational role, the preparation, including necessary legal research, of pleadings, briefs, and other legal documents for court proceedings involving BCJFS, participating in pre-trial conferences, and attendance at organized and formal training activities for the purpose of which is to improve the capacity of attendees to provide legal services to BCJFS. Non-Allowable Functions

Under this Agreement, the County Prosecutor may **not** seek reimbursement for any of the following activities:

1. All matters related to the adjudication and disposition of juvenile traffic offenders.
2. All matters solely related to the criminal prosecution of any child or adult.
3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Ohio Revised Code.
4. All matters related to the Uniform Reciprocal Enforcement of Support Act codified in Chapter 3115 of the Ohio Revised Code.
5. All matters related to the County Prosecutor acting as legal counsel for any unit of government other than thePCSA.
6. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State or Federal agency.

C. Description of Costs Which May be Claimed.

Under this Agreement, the County Prosecutor may seek reimbursement for any of the following incurred in the performance of the activities stated in Paragraph B. Reimbursement shall be at a rate of \$44.74 per quarter hour.

IV. Compensation

BCJFS and the County Prosecutor agree that costs as reported are paid partially by both BCJFS and the County Prosecutor. BCJFS agrees to bill the full amount and to reimburse BCJFS and the County Prosecutor the applicable percentage level of FFP earned for the costs. On a quarterly basis, BCJFS will invoice the Prosecutor's office for the amount of the required local share. All reimbursements shall solely consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E Administrative costs. As this

rate fluctuates, any reimbursement disbursed by BCJFS to the PCSA and County Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payment made in the prior quarter. adjusted against a subsequent year's contract, and final reconciliation of the contract year may result in the need to process an under r/overpayment.

Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State's Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. BCJFS will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts. If the Ohio General Assembly, the Federal Government, or any other source at any time disapproves or ceases to continue funding the BCJFS payments hereunder, this Agreement is terminated as of the date funding expires without prior notice of further obligation of BCJFS.

V. Effective Date

This Agreement shall remain in effect from 1/1/2023 through 12/31/2023. Either party may terminate this agreement with 30-day notice to the other party.

VI. Compliance with Federal and State Laws, Rules, and Regulations

The parties agree to comply with all Federal and State laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

VII. Records Retention and Audit Exceptions

- A. All records relating to the costs and supporting documentation for invoices submitted to BCJFS by the County Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to, ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the County Prosecutor shall retain such records until the audit is concluded and all issues resolved.
- B. BCJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit as it pertains to state or federal funding of the Agreement. BCJFS shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from BCJFS, the Prosecutor shall cooperate with BCJFS, and timely prepare and send to BCJFS, its' written response to the audit exception . Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.
- The Prosecutor shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. BCDJFS shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both BCJFS and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.
- C. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its' officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from on to the other.

VIII. Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

<u>Jeffery Felton /s/</u>	<u>6/21/2023</u>
Belmont JFS Director	Date
<u>Kevin Flanagan /s/</u>	<u>6/21/2023</u>
Belmont County Prosecutor	Date
<u>J. P. Dutton /s/</u>	<u>6/28/23</u>
Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>6/28/23</u>
Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>6/28/23</u>
Belmont County Commissioner	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND HARMONY HOUSE FOR STATE FISCAL YEAR 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreement between the Belmont County Department of Job & Family Services and Harmony House, for State Fiscal Year 2023, in the amount of \$50,000.00, for the provision of a Children’s Advocacy Center.

**Belmont County Department of Job and Family Services
Children Services Division
Agreement with Harmony House**

The Belmont County Department of Job and Family Services supports the operation of Harmony House, a children’s advocacy center, with offices at 66850 Pogue Road, St. Clairsville, Ohio 43950 and 905 National Road, 3rd Floor, Wheeling, West Virginia 26003. The Belmont County Department of Job and Family Services agrees to provide \$50,000 for State Fiscal Year 2023 to support the care, protection, and placement of abused, neglected, and dependent children. These funds are intended to underwrite part of the costs associated with the child advocacy services and operations of Harmony House. These costs include those associated with the day-to-day expenses of operating Harmony House for the specialized care of abused children.

<u>Steven Corder /s/</u>	<u>6-23-23</u>
Steven Corder, MD, President	Date
Board of Directors	
<u>Jeffery L. Felton /s/</u>	<u>6/27/23</u>
Jeffery L. Felton, Director	Date
Belmont County Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>6/28/23</u>
J. P. Dutton, President	Date
Belmont County Board of Commissioners	
<u>Josh Meyer /s/</u>	<u>6/28/23</u>
Josh Meyer, Commissioner	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>6-28-23</u>
Jerry Echemann, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/ Assist PA</u>	<u>6/29/23</u>

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

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

Mr. Felton, JFS Director, said Harmony House does forensic interviewing and counseling. Their federal funding has been cut.

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
BY AND BETWEEN THE BELMONT COUNTY BOARD OF
COMMISSIONERS AND ASCENT RESOURCES-UTICA LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC, effective June 28, 2023, in the amount of \$4,500 per net leasehold acre for 1.277 acres located in Warren Township, for a five-year term, 20% royalty.
Total Payment Amount: \$5,746.50.

PAID-UP
OIL & GAS LEASE

Lease No. _____

This Lease made this 28th day of JUNE, 2023, by and between: **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Member**, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the Township of **Warren**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 8; Range: 6; Section: 10; SE ¼: Tax Parcel No.: 41-01617.007, Containing 1.277 acres

and is bounded formerly or currently as follows:

On the North by lands of: **Fiduciary Trustees of The Ohio Yearly Meeting of Friends**
On the East by lands of: **Jefferis Real Estate**
On the South by lands of: **Ronald J. Gallagher**
On the West by lands of: **James K. Andrews and Linda Andrews**

and described for the purposes of this agreement as containing a total of 1.277 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Village of Barnesville, an Ohio Municipal Corporation, by virtue of deed dated September 17, 2012, and recorded in said County and State in Book 353, Page 233. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. JUNE 28, 2023 (effective date) to 11:59 P.M. JUNE 27, 2028 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or

secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of Five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized

therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other

Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

This Lease is made further subject to the terms and conditions contained in Exhibit "A" attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

The Belmont County Board of Commissioners

By: J.P. Dutton, President

By: Jerry Echemann, Vice President

By: Josh Meyer, Member

LESSEE:

Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

By: Kade R. Smith, Attorney-in-Fact

APPROVED AS TO FORM:

PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS:

On this, the 28th day of JUNE, 2023, before me, the undersigned officer, personally appeared J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Member of The Belmont County Board of Commissioners, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



BONNIE ZUZAK Commission Expires: 2-18-2026
Notary Public, State of Ohio Notary Public: Bonnie Zuzak
My Commission Expires: February 18, 2026 Notary Public (print): BONNIE ZUZAK

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY
SEPARATE INSTRUMENT FOR MARY LOU MILTS, EXECUTIVE DIRECTOR
OF THE EASTERN OHIO HOUSING DEVELOPMENT CORPORATION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Mary Lou Milts, Executive Director of the Eastern Ohio Housing Development Corporation, for a mortgage deed dated October 19, 2011, as recorded in Volume 0297 pages 213-215 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 October 19, 2011 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0297 at pages 213-215 and executed by Mary Lou Milts, Executive Director of the Eastern Ohio Housing Development Corporation to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

6-28-23
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 AWARDING THE BID FOR THE BELMONT
COUNTY ENGINEER’S PROJECT 23-8**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Project **23-8 BEL-CR42-1.14/1.55 (Fulton Hill Road), Slide Repair** to Ohio-West Virginia Excavating Co., in the amount of \$418,309.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

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. 6
FROM CHRISTMAN CONSTRUCTORS FOR THE BELMONT
COUNTY WATER SYSTEM IMPROVEMENTS PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 6 from Christman Constructors for the Belmont County Water System Improvements Project for an increase of \$194,618.38 for a new contract total of \$28,500,655.72, based upon the recommendation of Director Kelly Porter.
Note: This change order is for the addition of fluoride treatment, additional work required for pump #3 during transition, addition of a security perimeter fence at the new water plant and credit for non-performed regional meters.

CHANGE ORDER NO.: 6

Owner: Belmont County Water and Sewer District
Engineer: Poggemeyer Design Group
Contractor: Christman Constructors
Project: Belmont County Water System Improvements
Contract Name: Belmont County Guernsey Street WTP Improvements
Date Issued: 6/28/2023

Owner's Project No.:
Engineer's Project No.: 310700-00007
Contractor's Project No.: 209-101
Effective Date of Change Order: 7/06/2023

The Contract is modified as follows upon execution of this Change Order:

Description: Total Add - \$194,618.38
New fluoride feed room as required by OEPA (CI-076) – Add \$147,573.15
Additional work required for well pump 3 during transition from the existing WTP to the new WTP (CI-082)– Add \$109,543.48
New security perimeter fence at WTP (CI-083) – Add \$86,758.28
Repair door at existing WTP (CI-084) – Add \$4,343.23
Credit for non-performed regional meters (CI-085) – Deduct -\$153,599.76

Attachments: CI-076, CI-082, CI-083, CI-084, CI-085

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or number of days]
Original Contract Price: \$ 26,973,000.00	Original Contract Times: Substantial Completion: April 30, 2022 Ready for final payment: July 14, 2022
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 5: \$ 1,333,037.34	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 4: Substantial Completion: July 29, 2022 Ready for final payment: October 12, 2022
Contract Price prior to this Change Order: \$ 28,306,037.34	Contract Times prior to this Change Order: Substantial Completion: October 31, 2022 Ready for final payment: October 12, 2022
[Increase] [Decrease] this Change Order: \$ 194,618.38	[Increase] [Decrease] this Change Order: Substantial Completion: September 22, 2023* Ready for final payment: September 30, 2023
Contract Price incorporating this Change Order: \$ 28,500,655.72	Contract Times with all approved Change Orders: Substantial Completion: September 22, 2023* Ready for final payment: September 30, 2023

*Fluoride Room Substantial Completion

Recommended by Engineer (if required)
By: Thomas J Borck
Title: Project Manager
Date: June 23, 2023

Accepted by Contractor
Brandon Haeussler
Assistant Project Manager
06/21/2023

Authorized by Owner
By: [Signature]
Title: BELMONT CO. COMMISSIONERS
Date: 6-28-23

Approved by Funding Agency (if applicable)

Upon roll call the vote was as follows:

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

Mr. Dutton said the project is going well. It is the biggest project done in Belmont County so far.

IN THE MATTER OF ENTERING INTO THE LICENSE AND
WARRANTY AGREEMENT BY AND BETWEEN ZENNER USA
AND BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the License and Warranty Agreement by and between Zenner USA and Belmont County Water and Sewer District, in the amount of \$10,750.00 maintenance cost per year (at current levels) for a ten-year term, effective January 5, 2023, based upon the recommendation of District Director Kelly Porter.



LICENSE AND WARRANTY AGREEMENT

This License and Warranty Agreement ("Agreement") is entered into by and between Zenner USA., a California Corporation, with its principal place of business located at 15280 Addison Road, Suite 240, Addison, Texas 75001 ("Zenner") and Belmont County Water & Sewer District a Water Utility, with its principal place of business located at 67711 Oak View Road, St. Clairsville, OH 43950 ("Customer") and effective as of the 5th Day of January, 2023 ("Effective Date").

ARTICLE 1: SERVICES PROVIDED BY ZENNER

1.1 **Independent Contractor.** Zenner is and shall perform its obligations under this Agreement solely as an independent contractor. Nothing in this Agreement shall be construed to designate Zenner, or any of its employees, subcontractors or other agents of Zenner, as employees, agents, joint venture, or partners of Customer and neither Zenner nor any employee, subcontractor or other agent of Zenner shall represent itself as, act as, or purport to act as, or deemed to be the employee, agent, joint venture, or partner of Customer for any purpose whatsoever and no such party shall have any right or authority to make any representations, or to assume or create any obligations of any kind, express or implied, on behalf of Customer or to bind Customer in any respect whatsoever.

1.2 **Services:** Zenner shall provide the following services ("Services") to Customer in accordance with the terms of this Agreement:

1.2.1 **Initial Warranty:** Zenner shall provide to Customer the repair or replacement of the products listed in EXHIBIT A during the respective periods below:

1.2.1.1 Hardware, excluding Meter Interface Units, and Software for a period from the date such products are delivered to Customer under a separate purchase order agreement until March 27th, 2031, ("Initial Warranty Period").

1.2.2 **Extended Warranty:** Zenner shall provide to Customer the repair or replacement of the products listed in EXHIBIT A.

1.2.3 **Hosting Services:** Zenner shall provide Customer with the Hosting Services for Customer's meter data. Zenner shall use commercially reasonable efforts to make the Hosting Services available 24 hours a day, 7 days a week, except for planned downtime, of which Zenner shall give at least eight (8) hours' notice via the Hosting Services and shall be scheduled to the extent practical during the weekend. Customer agrees that its use of the Hosting Services is dependent on using a minimum specification of hardware, operating system and internet browser. The minimum hardware, operating system and internet browser configuration is available upon request. Hosting services has been prepaid for 10 years in advance for the equipment in the original contract only.

1.2.3.1 **Customer Responsibilities:** Customer acknowledges and agrees that it shall be responsible for its employee's use of the Hosting Services and compliance with this Agreement. Customer is responsible for the accuracy, integrity and legality of the Metering Information transmitted to the Host Site. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Hosting Services and Customer agrees to notify Zenner promptly of any such unauthorized access or use.

1.2.3.2 **Third-Party Users:** In the event Customer enables parties other than Customer ("Third-Party Users") to access or use the Hosting Services, Customer acknowledges and agrees that Zenner is not responsible for any transmission, disclosure, modification or deletion of metering information, including any Confidential Information, resulting from such access or use by Third Party Users.

1.2.4 **Exclusions:** Notwithstanding any other provision of this Agreement, the Services do not cover failures or damages caused by Customer, acts of God (lightning, flooding, etc.), acts of terrorism, war, vandalism, third parties, obsolete equipment, or Meter Interface Units ("MIU"). Any requested repairs of these exclusions must be mutually agreed by both parties under a separate work order or agreement.

RS Initials
JPD Initials



- 1.3 **Fee(s) for Services:** Customer shall pay Zenner the following for the Services provided under this Agreement:
- 1.3.1 **Initial Warranty:** No fee is required for this service.
 - 1.3.2 **Extended Warranty:** pre-paid per year.
 - 1.3.3 **Hosting:** The total sum of the following:
 - 1.3.3.1 **Base Charge:** pre-paid per year.
 - 1.3.3.2 **Service Point Charge:** pre-paid per meter account year.
 - 1.3.3.3 **Communications Charge:** pre-paid per year.
 - 1.3.4 **Payment:** after the initial pre-paid services for 10 years, and for any additional equipment and services not covered in the original contract are added. Customer shall be invoiced for these Services at the beginning of each renewal year with such payments being due and payable to Zenner within thirty (30) days of the invoice date.

ARTICLE 2: PROPERTY ACCESS

- 2.1 **Notice of Entry:** It is the Customer’s responsibility to provide Zenner with access to the equipment needing repair.

ARTICLE 3: TERM AND TERMINATION

- 3.1 **Term:** The term of the Services shall be for a period of ten (10) years from the beginning of the Initial Warranty Period and shall renew automatically for an additional one (1) year on the said anniversary date hereof, unless written notice to discontinue is provided by Customer no less than 60 days prior to the anniversary date. Fees are subject to change to Zenner’s market prices in effect on the date of any renewal hereof and execution of this Agreement is consent to said revisions.
- 3.2 **Termination:** Either party may terminate this Agreement with cause by providing sixty (60) days advance written notice to other party. Upon termination of this Agreement, any Fees due for Services provided by Zenner up to the date of termination shall be prorated and payable by Customer within thirty (30) days of date of termination.

ARTICLE 4: NONEXCLUSIVE SOFTWARE LICENSE

- 4.1 **License:** Zenner hereby grants to Customer a personal, non-exclusive, non-transferrable license (“License”) to use the Zenner software (“Licensed Software”) in object code form only for the term of this Agreement. The License authorizes Customer to use the Licensed Software solely and exclusively at the Property listed in this Agreement and such use does not extend to any other real property. Any attempt to sublicense, assign, rent, sell or otherwise transfer the License or the rights or obligations of this Agreement to any other property or third party without the prior written consent of Zenner shall be void and of no effect.
- 4.2 **Ownership:** Customer agrees that Zenner retains ownership rights to the Licensed Software, and that Customer acquires no title to the Licensed Software, nor any other interest in the Licensed Software, other than the right to use and possess the Licensed Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Customer are retained by Zenner. Customer also agrees not to make any copies or reproductions of the Licensed Software other than one (1) copy to be used by Customer as a back-up for emergency situations that shall be immediately returned to Zenner upon termination of this Agreement.

ARTICLE 5: ADDITIONAL TERMS

- 5.1 **LEGAL WARRANTY EXCLUSIONS AND LIMITATIONS OF LIABILITY.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY ZENNER WITH RESPECT TO THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION USE OF LICENSED SOFTWARE. ZENNER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF FAULT, AND REGARDLESS OF THE FORESEEABILITY OF SUCH DAMAGES, EVEN IF ZENNER HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR ZENNER’S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SYSTEM, HARDWARE, SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY ZENNER UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES

RS Initials
JE Initials
JPd
✓



By signing below, the signing party hereby declares that he/she has the authority to bind such party to this Agreement.

Customer:

X APD

By:

X [Signature]

Print Name:

J.P. DUTTON JERRY EICHEMANN

Address:

101 W. MAIN ST.
ST. CLAIRSVILLE, OH 43950

Date:

6-28-23

Title:

BELMONT CO. COMMISSIONERS

Phone:

740-699-2155

Zenner:

By:

Richard Sanders

Date:

6-23-23

Print Name:

Richard Sanders

Title:

President

18741027v1

ZENNER USA

AE

Initials

Initials

Upon roll call the vote was as follows:

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

CORRECTIONS GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the *Community Corrections Grant Agreement* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2023 and 2024 in an amount not to exceed \$1,098,892.00 for the following:

<u>GRANT</u>	<u>AMOUNT</u>
Community Corrections Act 2.0 Grant	\$188,560.00
<i>Note: Funding used for the salaries/fringes of the Chief Probation Officer.</i>	
Targeted Community Alternatives to Prison (TCAP) Grant	\$610,332.00
<i>Note: Funding used for operational costs of the department (supplies & drug testing included), a portion is provided to the Eastern Ohio Correction Center for treatment services, GPS monitoring and case management software.</i>	
Probation Services Grant (PSG)	\$300,000.00

Note: Funding used for salaries/fringes for Probation Officers.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL FROM LEIDOS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Select Schedule Annual Equipment Maintenance Contract Proposal, Proposal No. S-2023-06.20, from Leidos Security Detection & Automation, Inc. in the amount of 7,100.00, for the annual preventive maintenance of the x-ray scanner at the Belmont County Courthouse, for the period of July 1, 2023 through June 30, 2024.

Upon roll call the vote was as follows:

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

Mr. Dutton said Judge Jack Malik passed away recently. He also served as county commissioner. Mr. Dutton said he was a tremendous asset to Belmont County.

Mr. Dutton introduced Susanne Simpson, Southeast Regional Liaison, from the Auditor of State’s office. Mr. Dutton said Auditor Keith Faber has always been very helpful.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:41 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, (via phone) pursuant to ORC 121.22 (G)(1) Personnel Exception to consider the employment of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

Upon roll call the vote was as follows:

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

DJFS Director Jeff Felton was present for executive session until 9:47 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:58 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 9:58 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 will be motions to be considered later in the meeting.

10:00 Bid Opening-Engineer’s Project 23-12 BEL-CR2-3.65/5.49 (Deep Run Road) Paving Project

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 23-12 BEL-CR2-3.65/5.49 PAVING PROJECT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-12 BEL-CR2-3.65/5.49 Paving Project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Shelly & Sands P.O. Box 66 Rayland, OH 43943	X	\$240,548.00
NAME	BID BOND	BID AMOUNT
Cast & Baker 2144 Washington Road Canonsburg, PA 15317	X	\$254,699.95
NAME	BID BOND	BID AMOUNT
NLS Paving, Inc. 67925 Bayberry Dr. Suite B St. Clairsville, OH 43950	X	\$218.408.25

Engineers Estimate: \$235,804.50

Present: Belmont County Engineer Terry Lively, Sam Haverty, Shelly & Sands and Dave Lash, Cast & Baker

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 23-12 BEL-CR2-3.65/5.49 Paving Project** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

10:15 Bid Opening-Engineer’s Project 23-5 BEL-CR5-7.45/8.18 (Ramsey Ridge Road) Slide Repair

IN THE MATTER OF BID OPENING FOR ENGINEER’S
PROJECT 23-5 BEL-CR5-7.45/8.18 SLIDE REPAIR

This being the day and 10:15 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-5 BEL-CR5-7.45/8.18 Paving Project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Litman Excavating 836 1 st Street New Martinsville, WV 26155	X	\$362,349.02

NAME	BID BOND	BID AMOUNT
OH-WV Excavating 2144 Washington Road Canonsburg, PA 15317	X	\$316,154.00

Engineers Estimate: \$338,995.00
Present: Belmont County Engineer Terry Lively and Dennis Policka, OH-WV Excavating
Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer’s **Project 23-5 BEL-CR5-7.45/8.18 Slide Repair** to Belmont County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

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

RECESS

Reconvened at 12:52 p.m. will all present.

Mr. Dutton said as a result of the earlier executive session there are three motions to be considered.

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE TENTATIVE
AGREEMENT AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY
OF BELMONT, OHIO AND THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY
SERVICES AND OHIO COUNCIL #8, LOCAL 3073 AFSCME, AFL-CIO

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution approving the tentative agreement and collective bargaining agreement between the County of Belmont, Ohio and the Belmont County Department of Job & Family Services and Ohio Council #8, Local 3073 AFSCME, AFL-CIO.

RESOLUTION APPROVING TENTATIVE AGREEMENT
AND
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE COUNTY OF BELMONT, OHIO
AND THE
BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
AND
OHIO COUNCIL #8, LOCAL 3073 AFSCME, AFL-CIO

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the following:
WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and
WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached by the parties referenced above is approved by the legislative body.
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached by the parties referenced above is hereby deemed approved by the legislative body; and
BE IT FURTHER RESOLVED that the Board’s authorized representative(s) and Director, are authorized to execute the referenced collective bargaining agreement on behalf of the Employer.
ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 28th day of June, 2023.

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>	Mr. Echemann	<u>Yes</u>	Mr. Meyer	<u>Yes</u>
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AGREEMENT
BETWEEN
THE COUNTY OF BELMONT, OHIO
AND THE
BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES
AND
OHIO COUNCIL #8, LOCAL 3073
AFSCME, AFL-CIO

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PREAMBLE AND PURPOSE

Section 1.1. This agreement is made by and between the County of Belmont, Ohio, Belmont County Department of Job and Family Services, hereinafter referred to as the Employer and Local 3073, the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement. This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

Section 1.2. The provisions of this Agreement are binding upon the Belmont County Department of Job and Family Services, and the Belmont County Board of Commissioners, and its successors, assigns, purchasers, and/or operators. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services.

ARTICLE 2

RECOGNITION

Section 2.1. The Belmont County Department of Job and Family Services does hereby recognize and accept the Union as the sole and exclusive bargaining agent for all full-time and part-time employees of the Belmont County Department of Job and Family Services, including those in the bargaining unit as certified by the State Employees Relations Board in case number 2017-REP-09-0111.

Included: All employees employed by the Belmont County Department of Job and Family Services/Belmont County Board of County Commissioners, including: Account Clerk 1, 2 & 3; Case Manager-IV-E; Case Manager-APS; Case Manager-Benefits Recovery Overpayment/Fraud; Case Manager-Children Services; Case Manager-CSEA Investigator; Case Manager-Child Care; Case Manager-Eligibility Referral Specialist 2; Case Manager-Jobs/Work Program; Case Manager-Long Term Care; Case Manager-WIOA/CCMEP; Clerical Specialist/Screeners; Coordinator; Fiscal Specialist; Income Maintenance Aide 2; Maintenance Repair Worker 2; Social Services Aide 2.

Excluded: All management level employees, confidential employees, professional employees, supervisors as defined under the Act, including: Building Superintendent; Case Manager/Investigator Supervisor; Budget Officer; County Job & Family Services Director; Eligibility/Referral Supervisor; Fiscal Officer; Human Resources Administrator; Program Administrator and Social Services Supervisor.

Section 2.2. Exclusions from the bargaining unit shall be all Management level employees, confidential employees, professional employees and supervisors as defined in 4117 including County Job and Family Services Director, Program Administrators, Assistant County Administrator, Eligibility/Referral Supervisor, Fiscal Administrator, Case Manager/Investigator Supervisor, Human Resources Administrator, Planner/Evaluator, Social Services Supervisor, Human Resources Assistant, Administrative Assistant, Building Maintenance Supervisor, Fiscal Officer, MIS Coordinator, MIS Assistant, Program Evaluator and Staff Attorney.

Section 2.3. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within 30 days to discuss inclusion or exclusion from the bargaining unit. If the parties fail to reach an agreement on the position, the issued shall be submitted to SERB for a final determination.

ARTICLE 3

UNION SECURITY AND DUES DEDUCTION

Section 3.1. The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.2. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.3. The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization. Any voluntary dues checkoff authorization shall be irrevocable for a period of one (1) year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of the employees' dues checkoff authorization cards are available from the Union upon request.

Section 3.4. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.5. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within thirty (30) days after the date such an error is claimed to. have occurred. If it is found that an error was made, it will be corrected at the next pay period that Union dues deduction would normally be made by deducting the proper amount.

Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.6. One (1) month advance notice must be given to the Employer and County Auditor prior to making any changes in an individual's dues deduction. The Treasurer of the Union agrees to certify in writing no later than each anniversary of this Agreement the rate at which dues are to be deducted, if changed.

Section 3.7. P.E.O.P.L.E. Check-Off: Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit members, if the Employer is able to secure administrative support from the County for purposes of making the deductions. P.E.O.P.L.E. deductions will be subject to the following conditions:

- A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification outside the bargaining unit.
- C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount.
Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.
- D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.
- E. **Indemnification:** The parties specifically agree that the Employer assumes no obligation, financial, or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution.

ARTICLE 4 UNION REPRESENTATION

Section 4.1. The Union shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Union and/or represent bargaining unit employees. The Employer agrees to recognize eight (8) employee representatives selected by the Union. The Union will also submit in writing to the Employer a comparable list of those employees acting as officers and/or stewards of the Union. This list shall be kept current at all times and any changes shall be in writing.

Section 4.2. International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter by the Employer within sixty (60) days of the signing of this Agreement identifying the representatives by name and signed by the Chief Council #8 Administrative Officer or his/her designee.

Section 4.3. No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.4. Authorized Union representatives shall be permitted, with prior approval of their supervisors, to utilize up to one (1) hour per day to a total of fourteen (14) hours per pay period for employees whose work schedule is thirty-five (35) hours per week, or a total of sixteen (16) hours per pay period for those employees whose work schedule is forty (40) hours per week the investigation of grievances. An authorized Union representative investigating a grievance in accordance with this Article during work hours shall, at the time of the request to the supervisor, submit the name, supervisor and department involved in this phase of the investigation.

Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee, his/her grievance representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 4.5. Rules governing the activity of Union Representatives are as follows:

- A. The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except to the extent authorized in Section 4.4 above and only after obtaining approval from the Director or his/her designee.
- B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.
- C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.
- D. Officers and Executive Board Committee members are permitted to use paid drive time to and from Executive Board meetings, not to exceed one-hour round trip with approval of Supervisor.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, assign, transfer, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;
- B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to meet these purposes effectively and efficiently.
- D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to layoff employees from duty due to lack of work, austerity programs, or other legitimate reasons;
- E. To determine the hours of work, work schedule and to establish the necessary work rules, policies and procedures for all employees;
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;
- G. To determine the necessity to schedule overtime and the amount required thereof;
- H. To determine the Employer's budget and use thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine and implement necessary actions during emergency situations;
- K. Maintain the efficiency of governmental operations;
- L. To exercise complete control and discretion over Department organization and the technology of performing the work performed; and,
- M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 6 NO STRIKE OR LOCKOUT

Section 6.1. It is understood and agreed that the services performed by employees included under this Agreement are essential to the public health, safety and welfare of the citizens of Belmont County. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall

immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 6.3. It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 6.4. The Employer agrees that neither it, its officers, nor its representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

**ARTICLE 7
NONDISCRIMINATION**

Section 7.1. The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, disability, marital status, veteran status, race, color, creed, national origin, religious belief, sexual preference, genetic information, union and/or political affiliation. In addition, all county and agency civil rights plans and policies shall apply. The Union shall share equally the responsibility for applying this provision of the Agreement.

Section 7.2. Neither party shall interfere with, restrain, coerce nor otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join and participate or not to join nor participate in the Union.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 8.1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 8.2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.3. Any grievance that originates from a level above the first step of the Grievance Procedure may be submitted directly to the step or level from which it originates. All written grievances must be submitted on the approved form which shall be filled out completely.

Section 8.4. The following steps shall be followed in the processing of a grievance:

Step One: A grievance must be processed through an oral discussion between the grievant and his/her immediate supervisor as a preliminary step prior to pursuing the next steps of the Grievance Procedure within five (5) working days, when the employee should have known of the incident giving rise to the grievance. The grievant shall be permitted a union representative at this informal step. The immediate supervisor shall meet with and provide a verbal answer to the grievant and his/her steward within five (5) working days.

Step Two: If the grievant and the immediate supervisor are unable to resolve the alleged grievance at Step 1, the grievant, and/or his/her Union representative, may process the grievance of Step 2 of the Procedure. The alleged grievance will be presented, in writing within ten (10) working days following the immediate supervisor's oral response, using the form jointly agreed to by the parties. It shall be the responsibility of the immediate supervisor to schedule a meeting, investigate and provide an appropriate written response to the grievance and the Union Steward within ten (10) working days following the day on which the immediate supervisor was presented the written grievance. The grievant shall be permitted a Union Steward as his/her representative at this step of the Procedure.

Step Three: Within ten (10) working days of receipt of Step 2 answer, the grievant and/or the Union Steward may appeal the grievance to the job and Family Services Director and/or his or her designee. Any grievance so appealed shall be met on within ten (10) working days. The meeting shall be held at a mutually agreed upon time, but no later than ten (10) working days from the time of the appeal, between the Director and/or his/her designee, the grievant, and the Union's representatives. The Union's representative shall consist of the Council 8 Representative, Local Union President or his/her designee, and the Grievant/Steward who filed the grievance. The Job and Family Services Director or his/her designee shall investigate and shall respond in writing to the grievant and the Union President within ten (10) working days following the meeting. If denied, the response shall state with particularity the reasons for denial of the grievance.

Step Four: If the grievance is not resolved at Step 3 of the procedure, the parties may agree to submit the grievance(s) to non-binding grievance mediation if the subject matter of the grievance is one that would be amenable to mediation. The parties shall, within ten (10) working days, jointly contact a mediator from either the Ohio State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to hear the grievance(s) in question. The mediator shall issue a non-binding opinion on the merits of the case. The decision shall be issued at the close of the hearing on the day of the hearing. Neither party may use the opinion of the mediator as evidence in any further proceeding involving the grievance in question.

Step Five:

- A. Any grievance which has not been satisfactorily settled in the Grievance Procedure may be submitted by the Grievant and/or Union to arbitration for final and binding disposition.
- B. Within sixty (60) days of the opinion, the Union shall request a panel of nine (9) arbitrators from either AAA or FMCS. An arbitrator shall be selected by alternate strike. A failure to request a panel in a timely manner shall render the grievance denied.
- C. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issue not submitted to him/her or to submit observation declarations of opinion which are not directly essential in reaching his/her determination. The arbitrator shall be without power to seek or order discovery depositions.
- D. The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. The arbitrator shall make the decision on who pays. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.
- E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:
 - 1. Review provisions of a new contract;
 - 2. Nullify, in whole or in part, any provisions of this Agreement;
 - 3. Add to, detract from or alter in any way, provisions of this Agreement;All provisions of the arbitration shall be consistent with his/her jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 8.5. The AFSCME standard grievance form shall be used and attached to this Agreement as Appendix B.

Section 8.6. A class action grievance which affects a substantial number of employees in the same manner may initially be presented by the Union President or Chief Steward at Step Two (2) of the Grievance Procedure.

Section 8.7. Major health and safety disputes covered by this Agreement may be initiated at the second step of the Grievance Procedure.

Section 8.8. The Grievance Procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes.

Section 8.9. The Employer shall provide the Union with a list of Management's designated representative for each step of the Grievance Procedure.

Section 8.10. Each bargaining unit employee shall have the right to file a grievance through his/her authorized representative and to appeal such grievance through all successive steps of the Grievance Procedure. The Union shall be permitted to have an authorized representative present at any grievance hearing.

Section 8.11. Meetings at which grievances are considered shall be scheduled between the appropriate Union representatives and the appropriate Management representatives, but must be scheduled within the stated time frame.

Section 8.12. Time limits contained in this Article may be extended by mutual agreement between parties. Such extension must be in written form.

Section 8.13. Both parties, by mutual agreement, may suspend time lines and mediate any issue before submitting to arbitration. The cost of this procedure will be shared equally.

Section 8.14. All grievance hearings will take place within one year of the date the grievance is initiated.

ARTICLE 9 DISCIPLINE

Section 9.1. No employee shall be disciplined except for just cause.

Section 9.2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. The Employer agrees not to discharge or suspend without pay an employee without first arranging a predisciplinary conference. The conference shall be scheduled no earlier than twenty-four (24) hours after the time the employee is notified of the charges and the conference. The charged employee shall have his/her union representative present. Such a conference must be conducted within thirty (30) days from the date in which the Employer determines the investigation is completed. The Union shall be notified through its President or designee that charges have been brought against the employee.
- D. The employee shall be notified in writing of the findings of the predisciplinary hearing conference and any discipline within ten (10) working days. A copy shall be submitted to the Union President.
- E. An Employee may waive his/her right to a hearing by submitting a signed written waiver to the Employer and the Union.
- F. Appeals of any discipline of this nature may be submitted to the Employer at Step 2 of the Grievance Procedure.

Section 9.3. Verbal reprimands shall be on record for six (6) months only. Written reprimands shall cease to have force and effect nine (9) months after the date of the written reprimand if there has been no other discipline, for the same or similar offense, imposed during the past nine (9) months. Suspensions of less than three (3) days shall cease to have force and effect fifteen (15) months after the date of the suspension if there has been no other discipline, for the same or similar offense, imposed during the past fifteen (15) months. Suspensions of three (3) or more days shall cease to have force and effect thirty (30) months after the date of the suspension if there has been no other discipline, for the same or similar offense, imposed during the past thirty (30) months.

Section 9.4. The termination of a newly hired probationary employee shall not be subject to appeal through the Grievance Procedure.

ARTICLE 10 LABOR MANAGEMENT MEETINGS

Section 10.1. In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than five (5) employee representatives of the Union, five (5) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. These representative numbers may change by mutual written consent.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which may affect the bargaining unit members;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and,
- G. Consider and discuss health and safety matters.
- H. A mutually agreed upon summary of notes should be compiled between the Union and the Employer, signed by both, and posted within fifteen (15) working days of the meeting.

Section 10.2. Either party may request a special meeting. The party requesting a special meeting shall furnish, in advance of the scheduled meeting, a list of the matters to be discussed.

Section 10.3. Local Union employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 11 PROBATION PERIODS

Section 11.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day of employment and shall continue for a period of one-hundred and fifty (150) calendar days. Upon the completion of the initial probationary period, employees shall receive a step increase. A newly hired probationary employee may join the Union and file grievances from the time of hire; however, he/she may be terminated any time during his/her probationary period, including any extension, and shall have no appeal over such removal.

Section 11.2. An employee who is awarded a job under the bidding procedure will be required to successfully complete a ninety (90) calendar day probationary period. Probationary period begins upon assignment to new position. Anytime within the first ten (10) working days of the probationary period, the employee may voluntarily return to his/her prior position.

Section 11.3. An Employee may have his/her probationary period, both regular and voluntary, extended upon mutual agreement of the Employer and the Union.

Section 11.4. At approximately the halfway point of an employee's probationary period, the Employer will conduct a performance evaluation to measure the employee's performance and ability to continue in the position. The Employer will provide a copy of the evaluation to the Union within five (5) working days as to the outcome of the employee's performance evaluation. In the event an employee doesn't qualify after a promotional probationary period, he/she will then be returned to his/her former (or similar) position that he/she held prior to the promotion. Probationary and annual evaluations shall not be subject to the Grievance Procedure.

ARTICLE 12 JOB DESCRIPTIONS

Section 12.1. The Employer shall furnish the Union with a table of organization and copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

Section 12.2. The Employer shall provide a job description to every employee who is hired, transferred, or promoted into a classification.

Section 12.3. No employee shall be regularly assigned to perform duties other than those properly belonging within his/her current classification.

ARTICLE 13 VACANCIES AND PROMOTIONS

Section 13.1. Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Employer intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for five (5) working days. All eligible employees as defined by Article 13.5, in the Bargaining Unit, shall have that five (5) work day period in which to bid for the job by submitting a written application addressing their qualifications. The posting notice shall contain the job classification title, rate of pay, brief job description, minimum qualifications, and immediate supervisor.

All applications timely filed shall be reviewed by the Employer, and the job will be awarded within fifteen (15) working days in accordance with the following criteria, which shall be given equal weight.

- A. Work Experience (related to JFS or equivalent)
- B. Education

C. Seniority

Work experience, education and seniority, are weighed equally (33.33% of total value) in determining which applicant is awarded a job. For bidding purposes, three (3) years of service with the agency equates to an Associate Degree, and five (5) years of service with the agency equates to a Bachelor's Degree.

In the event of a tie, seniority shall be the deciding factor.

Section 13.2. A uniform application form for job bidding shall be mutually developed by the parties and attached to this Agreement as Appendix C.

Section 13.3. An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification and shall be placed in the position awarded within thirty (30) calendar days of the award date.

- A. Applicants who are awarded a position in a higher pay range shall be placed in a step which is at least three percent (3%) greater than their present base rate.
- B. Applicants who are awarded a position in the same pay range shall continue to receive their same rate of pay.
- C. Applicants who are awarded a position in a lower pay range shall remain in the same step. If the lower classification does not contain a step equal to that of the current classification, the employee shall be placed in the maximum step of the lower classification.

Section 13.4. The following procedure shall apply for employees hired before the effective date of the contract:

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree or have been employed by the agency for at least five years in addition to any state mandated qualifications. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement.

In those situations in which a Case Manager position is posted and there are no qualified bids, the contractual requirement of the completion of an undergraduate degree will be waived and the position will be reposted. The waiver of this requirement may be included concurrently with the initial posting.

This waiver does not apply to those Case Manager positions (i.e., Children Services) which require an undergraduate degree or any specialized course work above and apart from the contractual requirement.

In order to bid on a Children Services Case Manager position, you must either have a Bachelor's Degree in a Human Services related field or an Associate's Degree and complete your Bachelor's Degree within two (2) years from the date placed in the position. Documentation must be provided showing that you are working toward the degree.

The following procedure shall apply for employees hired after the effective date of the contract:

In order to bid on any Case Manager position, an employee must have completed an undergraduate degree. Employees who are currently in Case Manager positions or who have previously been classified as Case Managers are exempt from this course requirement.

In order to bid on a Children Services Case Manager position, you must have a Bachelor's Degree in a Human Services related field.

Section 13.5. Employees are prohibited from bidding on a new position for six (6) months from the award date of current position. If an employee is involuntarily returned to his/her prior classification (including failure of probation), he/she is not prohibited from bidding on another position.

Section 13.6. If the Employer and the Union agree in a Labor Management setting that a position has changed significantly enough to justify reclassification, such reclassification may take place at the local level with the agreement of the Employer and Union. The Employer and Union agree to meet within forty-five (45) calendar days of an employee's written request to their immediate supervisor to resolve reclassification.

Section 13.7. Subsequent to July 1, 2002, any part-time position created and made full-time must be bid as full-time unless the incumbent has five (5) or more years in that position.

Section 13.8. In the event a part-time position becomes a full-time position so outlined in Article 13, Section 13.1 shall be followed.

Section 13.9. In the event of a layoff, Article 15, Section 15.6, Section 15.7, and Section 15.8 will be followed.

ARTICLE 14

TEMPORARY TRANSFERS

Section 14.1. Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of five (5) working days in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Such temporary assignments shall not exceed sixty (60) working days, unless extended by mutual agreement of Labor-Management.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1. When it becomes necessary to reduce the number of employees in the bargaining unit because of lack of funds, lack of work, or abolishment of positions, the following layoff procedures shall be followed:

- A. The Employer shall determine in which classification the layoffs are to occur.
- B. Employees in each affected classification shall be laid off in inverse order of agency seniority.
For the purpose of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.
In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of lots will be used.
- C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified.
- D. The affected employees shall have five (5) working days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff. Any employee who occupies a Management position and has been out of the bargaining unit for three (3) or more years shall not bump into a bargaining unit position. An employee who has not served in a management position longer than three (3) years may bump into a bargaining unit position but will lose all bargaining unit seniority. A 90-day probationary period will apply.
- E. Any bargaining unit employee who is bumped out of his/her position may exercise the same layoff rights as outlined above.
- F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

Section 15.2. The Employer agrees that, prior to any reduction in the workforce, all temporary, seasonal, intermittent, and student positions will be eliminated. Before any permanent, non-probationary employees are laid off, all probationary new hires will be eliminated.

Section 15.3. In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

Section 15.4. Nothing contained in this layoff procedure shall prohibit any non-bargaining unit employee from exercising the rights guaranteed to him/her under the Ohio Revised Code.

Section 15.5. Laid off employees shall have recall rights to the position from which they were laid off for thirty-six (36) months from the effective date of the layoff.

Section 15.6. When the Employer decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order by which they were laid off by classification.

Section 15.7. In the event of an anticipated layoff due to lack of funds, this Agreement may be reopened upon agreement of both parties. The parties shall discuss other cost savings mechanisms in an effort to save jobs.

Section 15.8. In the event of a layoff, Management will post a recall and displacement list.

ARTICLE 16
UNION LEAVE

Section 16.1. Subject to the operational needs of the Department, the Union has cumulative total of ten (10) working days per year (year defined as contract year) for its local officers who attend functions for the Union, provided one (1) week advance notice is given to the Employer by the Union President or designee. Additional time may be approved for State and National conventions at the sole discretion of the Director. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

ARTICLE 17
BULLETIN BOARDS

Section 17.1. The employer shall continue to make available to the Union a portion of the Department's Bulletin Board. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreation and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Reports of non-political standing committees and independent nonpolitical arms of the Union;
- F. Non-political publications, rulings or policies of the Union;
- G. Department of Administrative Services or Pension Board Publications;
- H. Other materials relating to Union activities.

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Employer and the notice will be removed from the bulletin board until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this Section and use of the bulletin board by the Union until the issue can be resolved.

Section 17.2. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

- A. Personal attacks upon any employee or official of the County;
- B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the County;
- C. Attacks on any other employee organization; or,
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 18
BREAK PERIODS

Section 18.1. Each employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first one half (½) of the employee's regular work shift and in the second half of the shift. Break periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Section 18.2. An employee who works two consecutive hours or more in excess of his/her normal work schedule shall be entitled to an additional fifteen (15) minute paid break.

ARTICLE 19
BARGAINING UNIT WORK

Section 19.1. The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular basis so as to result in the displacement of a bargaining unit position.

ARTICLE 20
PAID LEAVES

Section 20.1. SICK LEAVE

- A. Sick leave credit shall be earned at the rate of eight and three-quarter (8.75) hours for those employees working a thirty-five (35) hour week and ten (10) hours for those employees working a forty (40) hour week for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.
- B. Sick leave may be requested for the following reasons:
 - 1. Illness or injury of the employee or a member of his/her immediate family;
 - 2. Exposure of employee or a member or his/her immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
 - 3. Medical, dental, or optical examinations or treatment of employee or a member of his/her immediate family where the employee's presence is required and which cannot be scheduled during non-working hours;
 - 4. Pregnancy, childbirth and/or related medical conditions.For the purposes of this policy, the "immediate family" is defined as spouse, parent, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.
- C. Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- D. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person within one half (½) hour after the time that he/she is scheduled to report to work and shall continue to do so for every succeeding day of absence thereafter unless emergency conditions make it impossible. The employee's supervisor shall be informed of the place where the employee can be contacted.
- E. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with intent to defraud shall result in dismissal and refund of salary or wages paid.
- F. The employee may be required by the Employer to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury and that the employee was unable to perform his/her duties.
- G. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.
- H. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of said examination shall be paid by the Employer.
- I. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave and is employed by the Department of Job and Family Services. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the catastrophic illness or injury of the employee or member of the employee's immediate family (as defined in Article 20).

Catastrophic illness shall be defined as an acute or prolonged illness or injury that is considered life threatening or has the threat of serious residual disability which results in the employee's inability to work unexpectedly for longer than thirty (30) days.

- 1. Donated time must be requested at the time of leave. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:
 - a. Or a member of the employee's immediate family has a serious illness or injury.
 - b. Has no accrued leave or has not been approved to receive other state-paid benefits; and
 - c. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible.Employees who have applied for these programs may use donated leave to satisfy the waiting period for such benefits where applicable, and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program, i.e., fifty-six (56) hours pay period may be utilized by an employee who has satisfied the disability waiting period and is pending approval, this is equal to the seventy percent (70%) benefit provided by disability.

- Donated time cannot exceed six (6) months (working days) in a twenty-four (24) calendar month period.
- 2. Employees may donate leave if the donating employee:
 - a. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
 - b. Donates seven (7) hours per week;
 - c. Retains a combined leave balance of at least seventy hours. Leave shall be donated in the same manner in which it would otherwise be used;
 - 3. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his/her or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.
 - 4. Employees who wish to donate leave shall certify:
 - a. The name of the employee for whom the donated leave is intended;
 - b. The type of leave and number of hours to be donated;
 - c. That the employee will have a minimum combined leave balance of at least seventy hours; and
 - d. That the leave is donated voluntarily and the employee understands that the leave will not be returned.Appointing authorities shall ensure that no employees are forced to donate leave. Appointing authorities shall respect an employee's right to privacy, however appointing authorities may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. Appointing authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.
- J. Employees having a minimum of ten (10) years of service with the Department, or who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, be eligible to convert to cash up to sixty (60) days of accrued sick leave. After the sixty (60) days of sick leave balance, employees will receive one day for every one-hundred (100) hours accrued sick leave not to exceed seventy-five (75) days. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 O.R.C. or paid to the employee's estate.
- K. Employees who choose to take Early Retirement Incentive (E.R.I.) shall be eligible to convert accrued sick leave to cash up to forty-five (45) days. After the forty-five (45) days of sick leave balance, these employees will receive one day for every one-hundred hours accrued sick leave not to exceed fifty-five (55) days.
- L. Employees who use no sick leave in a rolling six (6) month period shall be entitled to one (1) additional day of leave or one additional day of pay for each six-month period. Donation of sick leave shall not affect this attendance incentive.
- M. A maximum of two (2) weeks of accrued sick leave may be converted to cash on November 1st of each year, if funding is available. The following guidelines for cashing in accrued sick leave are:
- 1. For employees working a thirty-five (35) hour week, the employee must have an accrued balance of four hundred twenty (420) hours before cashing in one week of sick leave.
 - 2. For those employees working a forty (40) hour work week, the employee must have accrued a balance of four hundred eighty (480) hours after cashing in sick leave.
 - 3. Accrued sick leave will be cashed in at the rate of \$12.00 per hour.

Section 20.2. PERSONAL LEAVE

- A. Each employee working a thirty-five (35) hour work week shall be entitled to twenty-one (21) hours of personal leave as of January 1st of each calendar year. Each employee working a forty (40) hour work week shall be entitled to twenty-four (24) hours of personal leave as of January 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in the first year of employment.
- B. Any personal leave not used by December 31st of each calendar year shall be paid at the employee's regular rate.
- C. Personal leave days may be taken in no less than one half (1/2) day increments; three and one-half (3.5) hours for employees working a thirty-five (35) hour work week and four (4) hours for employees working a forty (40) hour work week.
- D. An employee working a thirty-five (35) hour work week may request to use no more than seven (7) hours of their entitled personal leave requested by no later than one-half (1/2) hour prior to its intended use and shall be used in one (1) hour increments. An employee working a forty (40) hour work week may request to use no more than eight (8) hours of their entitled personal leave requested by no later than one-half (1/2) hour prior to its intended use and shall be used in one (1) hour increments.

ARTICLE 21
BEREAVEMENT LEAVE

Section 21.1. If a death occurs among the members of the employee's immediate family, the employee shall be granted a leave of pay for a maximum of three (3) days.

Section 21.2. Definition of immediate family is as defined in Article 20.

Section 21.3. An employee will be granted one (1) day of bereavement leave for step brother in-law, step sister in-law, step sister, step brother, nephew, niece, aunt and uncle.

ARTICLE 22
PARENTAL LEAVE

Section 22.1. Parental leaves of absence shall be granted to parents of newborns or adoptive parents who request the same. The employee(s) shall be entitled to six weeks paid leave of absence in addition to any other approved leave. The six weeks must be taken consecutively and shall run concurrently with Family Medical Leave if applicable. The parental leave must be used at the time of the qualifying event. A written notice must be given to the Director ninety (90) days prior to leave.

ARTICLE 23
LEAVES OF ABSENCE

Section 23.1. Military Leave: The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 23.2. Jury and Witness Leave: An employee who is:

- a) called for jury duty;
- b) subpoenaed as a witness in a case in which he/she is not a party;
- c) a party in an action related to his/her employment in which his/her interest is not adverse to that of the Belmont County Department of Job and Family Services, shall be granted full pay for regularly scheduled working days.

Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his/her regular scheduled working days.

Section 23.3. Education Leave: Upon written request to the Employer, an employee may be granted an academic leave of absence up to six (6) months, unless otherwise approved by the Director, without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

Section 23.4. Personal Leave: An employee may, at the Employer's discretion, be granted an unpaid personal leave of absence for any personal reasons for duration of up to six (6) months.

Section 23.5. Medical or Disability Leave: An employee shall be entitled to receive a leave of absence without pay due to a disabling illness, injury or condition with the approval of the Employer for a period of up to six (6) months upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months.

If the employee is unable to return to active work status within the six-month period due to the same disabling illness, injury or condition, the employee may be given a disability separation.
The Employer may require satisfactory written documentation from a licensed physician detailing the nature of the disability, or an examination by a licensed physician of the Director's choice. Cost of such examination shall be paid for by the Belmont County Department of Job and Family Services.

ARTICLE 24
HOURS OF WORK AND OVERTIME

Section 24.1. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours for all employees hired after June 1, 2022, and for those employees who elected to work a forty (40) hour work week after August 30, 2022. Those employees who elected to remain working a thirty-five (35) hour work week as of August 30, 2022, may remain working thirty-five (35) hours/week but, at the beginning of any future RMS quarter, may elect to work a forty (40) hour work week. Should such an employee elect to increase their work week from thirty-five (35) to forty (40) hours, he/she shall remain working forty (40) hours per week. The standard unpaid lunch period shall be one (1) hour, but can be reduced to one half (½) hour by agreement between the employee and his/her immediate supervisor. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday. Under normal circumstances, the work week for bargaining unit members shall be Monday through Friday. This does not preclude Management from changing the work week for legitimate business reasons. Any work scheduled for Saturday under normal circumstances will be in addition to a bargaining unit member's regular work week.

Section 24.2. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in the paragraph above, he/she shall be paid overtime pay for such time over eight (8) or over forty (40) hours at one and one-half (½) times his/her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime. Compensation for hours worked in excess of forty (40) hours per week and/or eight (8) hours per day will be made in accordance with the following guidelines:

UNPLANNED OVERTIME - Unscheduled Overtime Work

The agency will allow the employee to take compensatory time or receive pay. Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (½) for each hour or portion of each hour worked in excess of eight (8) or over forty (40) hours).

PLANNED OVERTIME - Scheduled Overtime Work

The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (1.5) hours for each hour of overtime. If planned overtime work is offered with payment as compensatory time only, said overtime will be offered on a voluntary basis.

Any balance of compensatory time will be paid in full at the time of the termination of employment. Conversion of compensatory time for any other reason will depend on the availability of funds.

Section 24.3. Management agrees to make every effort to equalize overtime work opportunity to all Bargaining Unit Employees by unit. Management agrees to keep a record of overtime worked by all Bargaining Unit employees and make decisions to offer overtime based on this record whenever possible. Their decisions will be made in accordance with the type of work and the classification of the workers.

Section 24.4. Where practical and feasible, hours and schedules for bargaining unit employees may include:

- A. Variable starting and ending times;
- B. Compressed work weeks, such as three nine-hour days and an eight-hour day;
- C. Other flexible hour concepts.

Under this section, an employee will be permitted to work a flex schedule within a two (2) week pay period not to exceed their normal work schedule. In accordance with Section 24.4, an employee may not work more than eight (8) hours in a workday without Supervisor approval.

Notwithstanding provisions of Section 24.2 by mutual agreement of the Union and Management, the employee may waive the time and one-half over eight (8) hours.

Section 24.5. When an employee is scheduled to work a shift that begins after 3:00 p.m. and before 6:00 a.m., a shift differential of .25 per hour will be implemented. When an employee is scheduled to work a shift on a weekend, a shift differential of .35 per hour will be implemented.

Shift differential does not apply to on-call, call back, or overtime from your regularly scheduled day shift.

Section 24.6. Employees scheduled On-Call will receive an additional forty-five dollars (\$45) per day for all weekdays. Employees scheduled On-Call on weekends will receive an additional seventy dollars (\$70) per day.

Employees scheduled On-Call on holidays (actual and observed) will receive an additional ninety dollars (\$90) per day.

ARTICLE 25
TRAVEL ALLOWANCE

Section 25.1. Employees shall be eligible for expense reimbursement only when travel has been authorized by the Director, and in accordance with the following provisions.

Section 25.2. The following items shall be reimbursable subject to regulations contained herein and compliance with procedures:

- a. Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.
- b. Lodging (Outside of County): Reimbursement for reasonable lodging rates at a hotel or motel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.
- c. Parking/Highway Tolls: Reimbursable if necessary to pay for parking or to travel a toll highway.
- d. Meals (Travel Outside of County/State):
 - 1. Meal reimbursement with receipts, will be allowed on a fifty dollars (\$50.00) per diem rate.
 - 2. If leaving before 5:00 p.m., for an overnight stay, an employee is entitled to dinner that evening.
Any employee who is required to travel out of county and must remain on paid time until 5:00 p.m. will be reimbursed for the dinner meal.
Any employee leaving after 5:00 p.m., not on paid time, for an overnight stay will not be entitled to meal reimbursement for that evening.
If leaving before 12:00 noon, for an overnight stay, employee is entitled to lunch and dinner reimbursement for that day.
Day following overnight stay - Breakfast and Lunch are reimbursable. Dinner is reimbursable only if returning late, after 7:00 p.m., or staying over.
If travel to and from is within one day, only lunch is reimbursable. If the employee has to leave early from the office (6:30 a.m.), breakfast is reimbursable. If return is late, (after 7:00 p.m.) dinner is reimbursable.

Section 25.3. The following items shall not be reimbursed:

- A. Alcoholic beverages
- B. Entertainment
- C. Laundry and dry cleaning
- D. Room service charges
- E. Expenses of a spouse traveling with an employee

Section 25.4. Expense reports shall be completed and given to the appropriate supervisor on a monthly basis.

Section 25.5. An employee with special medically documented dietary requirements shall receive the meal reimbursement regardless of whether meals are prepaid and included in the cost of the seminar, conference, or function he/she is attending.

ARTICLE 26
VACATION

Section 26.1. All permanent employees will be entitled to paid vacation leave according to the following eligibility guidelines:

SERVICE	ANNUAL RATE
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After six (6) months	Accrued Vacation
After one (1) year	Two (2) weeks vacation
After seven (7) years	Three (3) weeks vacation
After thirteen (13) years	Four (4) weeks vacation
After twenty-one (21) years	Five (5) weeks vacation
After twenty-five (25) years	Six (6) weeks of vacation

Section 26.2. Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Management guarantees that a minimum of twenty percent (20%) of the employees in a classification, per unit, will be approved for vacation for which they are eligible. Vacation leave shall be taken in one-half (1/2) hour increments and notice must be given by close of business prior to the day vacation leave is being requested for.

Section 26.3. All vacation scheduling is subject to prior approval of the Director.

Section 26.4. No vacation leave shall be carried over for more than four (4) years with the exception of those employees who have completed twenty-five (25) years of service. Those employees may not carry over more than (4) years and one (1) week of vacation.

Employees hired after July 1, 2005 may carry over no more than three (3) years and one week (1) of vacation.

Section 26.5. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

ARTICLE 27
HOLIDAYS

Section 27.1. All permanent full-time and part-time bargaining unit employees shall be entitled to the following holidays with pay:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans’ Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Eve (1/2 day)	December 24
Christmas Day	December 25
Floating Holiday	One Day

Section 27.2. If the Board of Commissioners closes the courthouse to observe a holiday, it shall be deemed a holiday for the purposes of this Section.

In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. Should Christmas Eve fall on a Sunday, the holiday will be observed on December 22nd.

Section 27.3. If an employee is required to work on one of the recognized holidays, he/she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.4. Permanent full-time and part-time bargaining unit employees shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

Section 27.5. The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

ARTICLE 28
HEALTH AND SAFETY

Section 28.1. The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the Occupational Safety and Health Act.

Section 28.2. Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 28.3. The Safety All Ways Committee shall continue to meet at least quarterly, or more often if necessary. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

ARTICLE 29
EDUCATION PROGRAM

The Employer and the Union recognize the importance of employee training and development as an element of productivity and quality improvement. Employee training and development is regarded as an investment rather than a cost and the parties seek to expand as well as develop employee skills through training initiatives.

Section 29.1. The Employer shall continue a program for employee education.

Section 29.2. The Employer shall continue to establish criteria for the approval of courses.

Section 29.3. This Article shall be subject to the availability of funds to the Department.

Section 29.4. The Employer will pay the following pre-approved education expenses at 100%:

- a. Registration Fees
- b. Application Fees
- c. Graduation Fees
- d. Lab Fees

Section 29.5. The Employer will pay (when arrangements can be made) or reimburse an employee for tuition and textbooks for pre-approved courses at the following rate:

- Grade of C or above: 100%
- Grade of C- and below will not be reimbursed.

In those cases where the educational institution, the employer, and the employee agree that the employer pays the costs up front, and the employee owes the employer, any required adjustments may be made over a period of time equal to the period of time over which the course was taken.

ARTICLE 30 **INSURANCES**

Section 30.1. LIABILITY INSURANCE

- A. The Employer agrees to provide a liability insurance policy in conformance with the policy adopted or to be adopted by the County Commissioners for coverage of Department of Job and Family Services employees.
- B. The Employer assumed no liability and no responsibility for any personal property an employee chooses to use in his/her official capacity as an employee and/or leave at any department facility.

Section 30.2. HEALTH CARE

- A. Annually, employees shall be offered the same health insurance benefits/plan options as all other Belmont County non-bargaining unit employees as established by the Board of County Commissioners. Any change in employee's premium costs resulting in improvement, or additions to employee's benefits shall be administered in accordance with the terms set forth by the Belmont County Board of Commissioners. The Employer shall meet and discuss any such additions, improvements, or changes made to the employee's benefits prior to any implementation.
- B. Bargaining unit employees shall be required to pay the same monthly health insurance premium contribution as all other County non-bargaining unit employees of Belmont County electing coverage on the County's health insurance plan. Bargaining unit employees will be eligible to receive County prescription coverage the same as all other County non-bargaining employees electing prescription coverage.
- C. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract.
- D. For each month that an employee is in active pay status, the employer shall pay its share of the premium for that month. However, the employer shall not be liable and will not pay for any portion of any monthly premiums ninety (90) calendar days after an employee is not in active pay status for any reasons. At such time the employer ceases premium payment, the employee shall assume responsibility to pay the entire monthly premium costs for all medical and hospitalization benefits, providing such employee elects to continue coverage as provided under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- E. Any employee who is covered under a spouse hospitalization insurance plan, or other acceptable hospitalization plan, may elect to waive hospitalization insurance coverage provided by the employer. In the event such employee elects to waive coverage he/she will be awarded a yearly allotment in an amount determined by the Belmont County Board of County Commissioners. The annual allotment will be provided to employees electing to waive coverage in quarterly allotments. Proof of other hospitalization insurance coverage must be provided to the employer prior to any waiver or payment becomes effective. Such proof of other hospitalization must be submitted during each open enrollment period.
Employer agrees to contribute \$46.50 per month for each bargaining unit member to the Ohio AFSCME Care Plan for Dental Level 2A (\$34.00), Vision Care 2 (\$12.00) and Hearing Care (\$.50) for the life of the contract.

Section 30.3. FAMILY AND MEDICAL LEAVE ACT OF 1993

Health insurance coverage will continue for a three (3) month period as per the provisions in the Family and Medical Leave Act of 1993. Personal leaves shall be granted as per the provisions of the Family and Medical Leave Act of 1993. When benefits contained in this Agreement exceed those provided by the Act, the Agreement will supersede.

Section 30.4. LIFE INSURANCE

Employees will continue to receive \$15,000 life insurance policy, or greater, if adopted by the County Commissioners for coverage of Department of Job and Family Services employees.

Section 30.5. WAIVER

Employees who can show health insurance coverage under another plan can choose to waive coverage. The Department shall pay employees who waive coverage two hundred and fifty dollars (\$250.00) per quarter. Employees who have a spouse employed at BCDJFS and take the county insurance are not eligible to receive the \$250.00 per quarter waiver.

ARTICLE 31 **WAGES**

Section 31.1. The bargaining unit pay schedule included as Appendix A shall be increased by zero percent (0%). Bargaining unit members on a step shall be advanced one step in the first full pay period in July of 2023.

Effective the first full pay in July 2024, the bargaining unit pay schedule included as Appendix A shall be increased by four percent (4%).

Effective the first full pay in July 2025, the bargaining unit pay schedule included as Appendix A shall be increased by four percent (4%).

Any bargaining unit member who exceeds the top step shall receive a five percent (5%) lump-sum payment the first full pay period in July of each year of the contract. The bargaining unit member shall have the option to put this payment or any portion into a deferred compensation plan, subject to any amount restrictions.

Section 31.2. Employees hired after November 1, 2020 will not be eligible for longevity payment.

Section 31.3. The current method of computing step increases, increases due to promotion, and increases due to completion of probationary periods will remain in effect under this Agreement.

ARTICLE 32 **SENIORITY**

Section 32.1. Seniority is defined as the employee's uninterrupted length of continuous service with the Belmont County Department of Job and Family Services provided that the seniority dates of employees hired prior to September 5, 1990 shall not be altered by this section. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

For the purposes of a tie breaker for those employees affected by the merger of the agencies, the order of seniority will be determined in accordance with their time with the agency.

In the event two (2) people were hired on the same date, if applicable, the earliest date of application will be used as a tie breaker. If not applicable, a drawing of the lots will be used.

Section 32.2. Employees shall lose all seniority upon any of the following circumstances:

- a. Layoff in excess of thirty-six (36) months;
- b. Resignation;
- c. Discharge for just cause;
- d. Failure to return to work within five (5) working days of recall from layoff, via notice by certified mail to employee's residence; unless the failure to return to work within such five (5) days is not within the control of the employee, or within five (5) days, the employer agrees to an alternate date for the employee to return to work;
- e. Failure to return to work upon expiration of a leave of absence, unless otherwise agreed to by Employer; and
 - 1. Absence of four (4) or more consecutive work days, without notifying the Agency's Director or his/her designee in the absence of the Director (no call/no show), unless reasonable excuse for the absence is given.
- f. An employee who has not served in a management position longer than three (3) years and bumps into a bargaining unit position will lose all bargaining unit seniority.

Section 32.3. Employees shall continue to accrue seniority during the following:

- a. Absence, while on approved paid or unpaid leave;
- b. Layoff of thirty-six (36) months or less;
- c. Time spent on sick leave and vacation leave.

Section 32.4. The Employer shall post a seniority list once every six (6) months on the bulletin board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

ARTICLE 33
SEVERABILITY

Section 33.1. This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 34.1. In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, County Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for Management's replies on grievances or time limits for filing of a grievance.
 - B. All work rules and/or agreements and practices relating to the assignment or employees.
- Within five (5) days after the emergency crisis, management and the Union shall meet to discuss issues surrounding the emergency and what measures have been taken or need to be taken to ensure efficient operation of the agency and the workforce.

Section 34.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed prior to the emergency.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.1. This Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect until June 30, 2026.

Section 35.2. Executed in St. Clairsville, Ohio this 28th day of June, 2023.

SIGNATURE PAGE

FOR THE COUNTY

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

Jerry Echemann /s/

Josh Meyer /s/

APPROVED AS TO FORM:

David K. Liberati /s/ Assist P.A.

Belmont County Prosecutor

Upon roll call the vote was as follows:

FOR THE UNION

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

IN THE MATTER OF APPROVING CARL HESS,
PART-TIME DRIVER-MEDICAL TO START
AUTHORIZED UNPAID PERSONAL LEAVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Carl Hess, part-time Driver - Medical at Senior Services of Belmont County, to start authorized unpaid personal leave, effective July 1, 2023 and not to exceed August 12, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING NORRIS MITCHELL,
PART-TIME DRIVER-MEDICAL TO START
AUTHORIZED UNPAID PERSONAL LEAVE/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve Norris Mitchell, part-time Driver - Medical at Senior Services of Belmont County, to start authorized unpaid personal leave, effective July 1, 2023 and not to exceed August 12, 2023.

Upon roll call the vote was as follows:

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

RECESS UNTIL FRIDAY, JUNE 30, 2023 AT 10:30 FOR EXECUTIVE SESSION

Reconvened at 10:39 a.m. with Commissioners Dutton, Echemann and Meyer present.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:39 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, and Attorney Melanie Williams and Matthew Smallwood, Fishel Downey, pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

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 11:50 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:50 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 no motions to be considered at this time.

Mr. Dutton said there is one additional motion to be considered.

IN THE MATTER OF ENTERING INTO THE PROFESSIONAL SERVICES
AGREEMENT WITH L.A. SHULTZ & ASSOCIATES, LLC/PLANNING COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Professional Services Agreement with L.A. Schultz & Associates, LLC in the not to exceed amount of \$25,000.00 for consulting services for the Planning Commission, effective July 1, 2023 through December 31, 2023.

Professional Services Agreement

This is a Professional Services Agreement made this 30th day of June 2023 by and between the Belmont County Commissioners, Ohio and L.A. Schultz & Associates LLC, an Ohio limited liability company.

I. Scope of Services

- a. Attend monthly Belmont County Planning Commission meetings and act as secretary – prepare and submit minutes, etc. Also, attend Belmont County Commissioners meetings as directed.
- b. Review any permits and/or developments within unincorporated Belmont County per the directions of the Belmont County Planning Commission and/or Belmont County Commissioners.
- c. Perform a diagnosis of the draft Belmont County Subdivision Regulations and make appropriate revisions based on feedback from various stakeholders’ and my professional experience to ensure they are compatible with the development trends and needs of the County.
- d. Prepare a final draft of the Belmont County Subdivision Regulations with secretarial help from Belmont County as needed.
- e. Provide professional services during the public hearing approval process of the Belmont County Subdivision Regulations by attending the Belmont County Planning Commission meetings and the Belmont County Commissioners meetings as required.
- f. The parties may agree at any time to expand or modify the scope of services. Such agreement shall be in writing and shall be attached to this Professional Services Agreement as an Addendum.

II. Term and Professional Fees

- a. The contract is from July 1, 2023, to December 31, 2023.
- b. The pay rate shall be \$100 per hour for professional services – (submit weekly hours summary through email). Invoices will be mailed on or near the first of each month.
- c. The pay rate shall be \$50 per hour for travel time to all County meetings, stakeholder meetings and the like (the typical travel time between my home in Columbus, Ohio and St Clairsville, Ohio is 2 hours each way).
- d. The County agrees to reimburse the consultant for certain out of pocket administrative expenses incurred by the consultant (copies, postage, mailings, etc.). I will contact Belmont County on any expenses that are atypical before proceeding with the purchase.
- e. The total contract shall not exceed \$25,000 from July 1, 2023, to December 31, 2023.

III. Contractual Obligation

- a. The findings, conclusions, and other results of this engagement are not intended to be, nor should they be construed to be, for the benefit of anyone other than Belmont County, Ohio. Accordingly, any third party who relies on such results does so at his/her own risk. Belmont County, Ohio shall not disclose the reports or recommendations provided by L.A. Schultz & Associates LLC, to any third party without our express written consent, except as required by law.
- b. Neither Belmont County, Ohio, its employees, partners, nor L.A. Schultz & Associates, LLC performing this engagement shall incur any liability as a result of this engagement. Under no circumstances shall the amount of any liability of Belmont County, Ohio, its employees, shareholders, nor L.A. Schultz & Associates LLC, shall exceed the fee collected by L.A. Schultz & Associates, LLC for this engagement. Any controversy or claim arising out of or relating to services covered by this agreement or hereafter provided by L.A. Schultz & Associates for Belmont County, Ohio or at its request, shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration. Judgment on any arbitration award may be entered in any court having jurisdiction. If any portion of this agreement is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this agreement shall remain in effect.

Belmont County Commissioners J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/

LA Schultz and Associates _____
APPROVED AS TO FORM:

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of July, 2023.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, J. P. Dutton and Jennifer Magyar, President and Assistant 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

Jennifer Magyar /s/ ASSISTANT CLERK