

St. Clairsville, Ohio

July 5, 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 Jennifer Magyar, Assistant 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 \$676,075.36**

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:

**S30 OAKVIEW JUVENILE REHABILITATION**

| FROM                                | TO                                 | AMOUNT     |
|-------------------------------------|------------------------------------|------------|
| E-8010-S030-S64.012 Equipment       | E-8010-S030-S58.000 Communications | \$2,000.00 |
| E-8010-S030-S65.000 Indirect Costs  | E-8010-S030-S58.000 Communications | \$2,069.00 |
| E-8010-S030-S68.006 Hospitalization | E-8010-S030-S58.000 Communications | \$1,431.00 |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the July 05, 2023, meeting:

**A00 GENERAL FUND**

|                     |                     |            |
|---------------------|---------------------|------------|
| E-0131-A006-A06.011 | Contract Services   | \$2,250.00 |
| E-0181-A003-A06.001 | Poll Workers Salary | \$290.00   |

**Y41 INDIGENT APPLICATION FEES**

|                     |                 |          |
|---------------------|-----------------|----------|
| E-9841-Y041-Y01.000 | Remit to State  | \$239.30 |
| E-9841-Y041-Y02.000 | Remit to County | \$957.20 |

**Y42 RECOUPMENT FEES INDIGENT**

|                     |                |         |
|---------------------|----------------|---------|
| E-9842-Y042-Y01.000 | Remit to State | \$25.00 |
|---------------------|----------------|---------|

**SHERIFF/VARIOUS FUNDS**

|                     |                  |              |
|---------------------|------------------|--------------|
| E-0131-A006-A09.000 | Medical          | \$200.98     |
| E-0131-A006-A17.010 | Cruisers         | \$90.00      |
| E-0131-A006-A20.000 | False Alarms     | \$750.00     |
| E-0131-A006-A23.000 | Background       | \$271.00     |
| E-0131-A006-A24.000 | E-SORN           | \$415.00     |
| E-0131-A006-A26.000 | K-9              | \$50.00      |
| E-0131-A006-A32.000 | Warrant Fee      | \$844.80     |
| E-0135-A007-B01.010 | Explorer Program | \$50.000     |
| E-5100-S000-S01.010 | Commissary       | \$176,733.40 |
| E-5101-S001-S06.000 | CCW License      | \$1,410.00   |
| E-5101-S001-S07.012 | CCW Equipment    | \$1,581.00   |
| E-9710-U010-U06.000 | Reserve          | \$11,172.50  |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated July 5, 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 TRANSFER OF FUNDS FOR**  
**THE DELTA DENTAL CHARGEBACKS FOR**  
**THE MONTHS OF JUNE AND JULY 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds  
for the Delta Dental Chargebacks for the months of June and July 2023

|                 | FROM                | TO                  | TOTAL     |
|-----------------|---------------------|---------------------|-----------|
| GENERAL         | E-0256-A014-A12.006 | R-9891-Y091-Y07.500 | 19,548.46 |
| PUBLIC DEFENDER | E-0170-A006-G10.000 | R-9891-Y091-Y07.500 | 528.88    |

|                                      |                     |                     |           |
|--------------------------------------|---------------------|---------------------|-----------|
| BD OF ELECTIONS                      | E-0181-A003-A11.000 | R-9891-Y091-Y07.500 | 293.72    |
| <b>GRANT / JUVENILE COURT</b>        |                     |                     |           |
| ALTERNATIVE/JUV. CT.                 | E-0400-M067-M05.008 | R-9891-Y091-Y07.500 | 207.44    |
| TITLE IV-E/RANDOM MOMENTS            | E-0400-M078-M02.008 | R-9891-Y091-Y07.500 | 103.72    |
| DIST DETENTION HOME                  | E-0910-S033-S47.006 | R-9891-Y091-Y07.500 | 1,520.92  |
| REAL ESTATE ASSESSMENT               | E-1310-J000-J06.000 | R-9891-Y091-Y07.500 | 283.44    |
| CORRECTIONS ACT GRANT                | E-1520-S077-S04.006 | R-9891-Y091-Y07.500 | 174.58    |
| TARGETED COMM ALTERN TO P            | E-1545-S055-S02.002 | R-9891-Y091-Y07.500 | 70.86     |
| PROBATION SERV. GRANT                | E-1546-S056-S04.001 | R-9891-Y091-Y07.500 | 103.72    |
| WESTERN -SPEC PROJ                   | E-1551-S088-S03.006 | R-9891-Y091-Y07.500 | 103.72    |
| NORTHERN-SPEC PROJ                   | E-1561-S086-S03.006 | R-9891-Y091-Y07.500 | 103.72    |
| EASTERN-SPEC PROJ                    | E-1571-S087-S03.006 | R-9891-Y091-Y07.500 | 103.72    |
| DOG & KENNEL                         | E-1600-B000-B13.006 | R-9891-Y091-Y07.500 | 425.16    |
| SOIL CONSERVATION                    | E-1810-L001-L14.000 | R-9891-Y091-Y07.500 | 179.72    |
| WATERSHED COORD.                     | E-1815-L005-L15.006 | R-9891-Y091-Y07.500 | 103.72    |
| <b>COUNTY HEALTH DEPT</b>            |                     |                     |           |
| County Health                        | E-2210-E001-E15.006 | R-9891-Y091-Y07.500 | 369.94    |
| Trailer Parks                        | E-2211-F069-F04.000 | R-9891-Y091-Y07.500 | 1.04      |
| Public Health Workforce (WF)         | E-2238-F090-F01.002 | R-9891-Y091-Y07.500 | 13.30     |
| Covid-19 Vaccinations (CO)           | E-2240-F092-F01.002 | R-9891-Y091-Y07.500 | 100.10    |
| Get Vaccinated                       | E-2236-F088-F01.002 | R-9891-Y091-Y07.500 | 31.12     |
| Integrated Naloxone Access           | E-2237-F089-F01.002 | R-9891-Y091-Y07.500 | 30.24     |
| Public Health Em. Prep.              | E-2231-F083-F01.002 | R-9891-Y091-Y07.500 | 5.20      |
| Reproductive Health & Wellness       | E-2215-F077-F01.002 | R-9891-Y091-Y07.500 | 138.64    |
| Home Sewage Treatment System         | E-2227-F074-F06.000 | R-9891-Y091-Y07.500 | 130.72    |
| Nursing Fund                         | E-2232-F084-F02.008 | R-9891-Y091-Y07.500 | 131.76    |
| Maternal Child Health Services (MCH) | E-2233-F085-F01.002 | R-9891-Y091-Y07.500 | 111.48    |
| Vital Statistics                     | E-2213-F075-F02.003 | R-9891-Y091-Y07.500 | 32.06     |
| Food Service                         | E-2218-G000-G06.003 | R-9891-Y091-Y07.500 | 213.50    |
| Water Systems                        | E-2219-N050-N05.000 | R-9891-Y091-Y07.500 | 9.34      |
| Pools/Spas                           | E-2220-P070-P01.002 | R-9891-Y091-Y07.500 | 12.48     |
| MENTAL HEALTH                        | E-2310-S049-S63.000 | R-9891-Y091-Y07.500 | 509.88    |
| HUMAN SERVICES                       | E-2510-H000-H16.006 | R-9891-Y091-Y07.500 | 1,555.80  |
| CSEA                                 | E-2760-H010-H12.006 | R-9891-Y091-Y07.500 | 207.44    |
| K-1                                  | E-2811-K200-K10.006 | R-9891-Y091-Y07.500 | 38.00     |
| K-11                                 | E-2812-K000-K20.006 | R-9891-Y091-Y07.500 | 207.44    |
| K-25                                 | E-2813-K000-K39.006 | R-9891-Y091-Y07.500 | 103.72    |
| <b>WATER/SEWER DEPT</b>              |                     |                     |           |
| W.W.S. #3                            | E-3702-P005-P31.000 | R-9891-Y091-Y07.500 | 2,830.04  |
| S.S.D. #2                            | E-3705-P053-P15.000 | R-9891-Y091-Y07.500 | 613.28    |
| WIC                                  | E-4110-T075-T52.008 | R-9891-Y091-Y07.500 | 311.16    |
| SENIOR SERVICES PROGRAM              | E-5005-S070-S06.006 | R-9891-Y091-Y07.500 | 4,035.90  |
| CLERK OF COURTS                      | E-6010-S079-S07.006 | R-9891-Y091-Y07.500 | 452.88    |
| OAKVIEW JUVENILE                     | E-8010-S030-S68.006 | R-9891-Y091-Y07.500 | 1,472.64  |
| DRETAC-PROS ATTY                     | E-1510-W081-P07.006 | R-9891-Y091-Y07.500 | 103.72    |
| PORT AUTHORITY                       | E-9799-S012-S02.006 | R-9891-Y091-Y07.500 | 38.00     |
| TOTALS                               |                     | R-9891-Y091-Y07.500 | 37,666.32 |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION**

**CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer

of funds for the Vision Chargebacks for the months of June and July 2023

|                                      | FROM                | TO                  | TOTAL    |
|--------------------------------------|---------------------|---------------------|----------|
| GENERAL                              | E-0256-A014-A11.006 | R-9891-Y091-Y06.500 | 6,016.44 |
| PUBLIC DEFENDER                      | E-0170-A006-G10.000 | R-9891-Y091-Y06.500 | 163.62   |
| BD OF ELECTIONS                      | E-0181-A003-A11.000 | R-9891-Y091-Y06.500 | 105.42   |
| <b>GRANTS/JUVENILE COURT</b>         |                     |                     |          |
| ALTERNATIVE SCHOOL/JUV. CT           | E-0400-M067-M05.008 | R-9891-Y091-Y06.500 | 59.04    |
| TITLE IV-E/RANDOM MOMENTS            | E-0400-M078-M02.008 | R-9891-Y091-Y06.500 | 29.52    |
| DIST DETENTION HOME                  | E-0910-S033-S47.006 | R-9891-Y091-Y06.500 | 491.70   |
| REAL ESTATE ASSESSMENT               | E-1310-J000-J06.000 | R-9891-Y091-Y06.500 | 89.40    |
| CORRECTIONS ACT GRANT                | E-1520-S077-S04.006 | R-9891-Y091-Y06.500 | 51.87    |
| TARGETED COMM ALTERN TO PR           | E-1545-S055-S02.002 | R-9891-Y091-Y06.500 | 22.35    |
| PROBATION SERV. GRANT                | E-1546-S056-S04.001 | R-9891-Y091-Y06.500 | 29.52    |
| WESTERN-SPEC. PROJ.                  | E-1551-S088-S03.006 | R-9891-Y091-Y06.500 | 29.52    |
| NORTHERN-SPEC. PROJ.                 | E-1561-S086-S03.006 | R-9891-Y091-Y06.500 | 29.52    |
| EASTERN SPEC. PROJ.                  | E-1571-S087-S03.006 | R-9891-Y091-Y06.500 | 29.52    |
| DOG & KENNEL                         | E-1600-B000-B13.006 | R-9891-Y091-Y06.500 | 134.10   |
| SOIL CONSERVATION                    | E-1810-L001-L14.000 | R-9891-Y091-Y06.500 | 59.88    |
| WATERSHED COORD.                     | E-1815-L005-L15.006 | R-9891-Y091-Y06.500 | 29.52    |
| <b>COUNTY HEALTH DEPT</b>            |                     |                     |          |
| County Health                        | E-2210-E001-E15.006 | R-9891-Y091-Y06.500 | 106.36   |
| Trailer Parks                        | E-2211-F069-F04.000 | R-9891-Y091-Y06.500 | 0.30     |
| Public Health Workforce              | E-2238-F090-F01.002 | R-9891-Y091-Y06.500 | 5.32     |
| Covid-19 Vaccination (CO)            | E-2240-F092-F01.002 | R-9891-Y091-Y06.500 | 26.04    |
| Get Vaccinated                       | E-2236-F088-F01.002 | R-9891-Y091-Y06.500 | 8.86     |
| Integrated Naloxone Access           | E-2237-F089-F01.002 | R-9891-Y091-Y06.500 | 20.02    |
| Public Health Emerg. Prep.           | E-2231-F083-F01.002 | R-9891-Y091-Y06.500 | 1.48     |
| Reproductive Health & Wellness       | E-2215-F077-F01.002 | R-9891-Y091-Y06.500 | 35.48    |
| Home Sewage Treatment System         | E-2227-F074-F06.000 | R-9891-Y091-Y06.500 | 37.22    |
| Nursing Fund                         | E-2232-F084-F02.008 | R-9891-Y091-Y06.500 | 29.98    |
| Maternal Child Health Services (MCH) | E-2233-F085-F01.002 | R-9891-Y091-Y06.500 | 51.26    |
| Vital Statistics                     | E-2213-F075-F02.003 | R-9891-Y091-Y06.500 | 7.12     |
| Food Service                         | E-2218-G000-G06.003 | R-9891-Y091-Y06.500 | 64.94    |
| Water Systems                        | E-2219-N050-N05.000 | R-9891-Y091-Y06.500 | 2.68     |
| Pools/Spas                           | E-2220-P070-P01.002 | R-9891-Y091-Y06.500 | 3.56     |
| MENTAL HEALTH                        | E-2310-S049-S63.000 | R-9891-Y091-Y06.500 | 156.03   |
| DEPT OF DD 2410/2420                 | E-2410-S066-S70.011 | R-9891-Y091-Y06.500 | 1,734.06 |
| HUMAN SERVICES                       | E-2510-H000-H16.006 | R-9891-Y091-Y06.500 | 442.80   |
| CSEA                                 | E-2760-H010-H12.006 | R-9891-Y091-Y06.500 | 59.04    |
| K-1                                  | E-2810-K200-K10.006 | R-9891-Y091-Y06.500 | 15.18    |
| K-11                                 | E-2812-K000-K20.006 | R-9891-Y091-Y06.500 | 623.28   |
| K-25                                 | E-2813-K000-K39.006 | R-9891-Y091-Y06.500 | 236.16   |

WATER/SEWER DEPT

|                         |                     |                     |           |
|-------------------------|---------------------|---------------------|-----------|
| W.W.S. #3               | E-3702-P005-P31.000 | R-9891-Y091-Y06.500 | 819.64    |
| S.S.D. #2               | E-3705-P053-P15.000 | R-9891-Y091-Y06.500 | 186.56    |
| WIC                     | E-4110-T075-T52.008 | R-9891-Y091-Y06.500 | 88.56     |
| SENIOR SERVICES PROGRAM | E-5005-S070-S06.006 | R-9891-Y091-Y06.500 | 1,195.53  |
| CLERK OF COURTS         | E-6010-S079-S07.006 | R-9891-Y091-Y06.500 | 133.26    |
| OAKVIEW JUVENILE        | E-8010-S030-S68.006 | R-9891-Y091-Y06.500 | 445.32    |
| DRETAC-PROS ATTY        | E-1510-W081-P07.006 | R-9891-Y091-Y06.500 | 29.52     |
| PORT AUTHORITY          | E-9799-S012-S02.006 | R-9891-Y091-Y06.500 | 15.18     |
| TOTAL                   |                     |                     | 13,951.68 |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

IN THE MATTER OF TRANSFER OF FUNDS  
FOR HSA CHARGEBACKS/JULY 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA

Chargebacks for July 2023

| HSA CHARGEBACKS     |                 | MONTHLY CHARGEBACKS |        |
|---------------------|-----------------|---------------------|--------|
| From:               |                 | To:                 |        |
| NUMBER              | ACCOUNT         | NUMBER              | AMOUNT |
| E-2410-S066-S80.000 | BCBDD-MAIN FUND | R-9891-Y091-Y12.500 | 233.84 |
| E-5005-S070-S06.006 | SENIOR SERVICES | R-9891-Y091-Y12.500 | 62.90  |
| E-6010-S079-S07.006 | CLERK OF COURTS | R-9891-Y091-Y12.500 | 170.94 |
|                     |                 | TOTALS              | 467.68 |

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 28, 2023.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:  
DJFS-Cindy Berry to Columbus, OH, on August 24, 2023, to attend the OH Child Support Director’s Association 3<sup>rd</sup> Qtr. Networking. Estimated expenses: \$213.75. Cindy Berry and Kathy Probst to Columbus, OH, on August 29-30, 2023, to attend the OH Child Support Director’s Association Leadership Retreat. Estimated expenses: \$599.83. John Regis, Jr. to Columbus, OH, on September 14, 2023, to attend the OJFSDA General Session. Estimated expenses: \$388.37. John Regis, Jr. to Columbus, OH, on December 14-15, 2023, to attend the OJFSDA General Session. Estimated expenses: \$388.37.

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 HIRING THOMAS MICHAEL CORBETT AS  
PART-TIME DRIVER- CENTER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Thomas Michael Corbett as part-time Driver - Center with Senior Services of Belmont County, effective July 10, 2023.  
*Note: This is a replacement position.*

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF HIRING CHRISTINA KUTCHER AS  
PART-TIME DRIVER- MEDICAL/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Christina Kutcher as part-time Driver - Medical with Senior Services of Belmont County, effective July 10, 2023.  
*Note: This is a replacement position.*

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, to fill unexpired terms, effective June 27, 2023 through August 14, 2023, and authorize the submittal of their applications to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

**LAW ENFORCEMENT**

|                                     |  |
|-------------------------------------|--|
| Lt. Brian McFarland                 | Ohio State Highway Patrol                |
| <i>Replaces Lt. Maurice Waddell</i> |  |
| Jerry Murphy                        | Police Chief, Martins Ferry Police Dept. |
| <i>Replaces James McFarland</i>     |  |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF RESCHEDULING  
COMMISSIONERS’ MEETING DAY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hold the board’s regular meeting at 9:00 a.m. on Tuesday, July 11, 2023, instead of Wednesday, July 12, 2023, due to a scheduling conflict and to notify the media of the same.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF LIQUOR LICENSE FOR SOBER SYSTEMS LLC,  
DBA OHIO VALLEY PLAZA EXXON**

Motion made by Mr. Dutton, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D2 liquor license, Permit No. 8343414, for Sober Systems LLC, DBA Ohio Valley Plaza Exxon, 50708 National Road, Richland Township, St. Clairsville, OH, 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.  
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 THREE VEHICLES FOR THE ENGINEER’S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of three 2023 Chevy Silverado’s, for a total cost of 132,697.00 through the State of Ohio Cooperative Purchasing Contract, based upon the recommendation of Belmont County Engineer Terry Lively.  
*Note: These vehicles are additional vehicles to the fleet that will eventually replace older vehicles.*  
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 BRIDGEPORT EXEMPTED  
VILLAGE SCHOOL DISTRICT, THE BELMONT COUNTY COMMISSIONERS  
AND THE 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 Bridgeport Exempted Village School District, the Belmont County Commissioners and the Belmont County Sheriff’s Office for the 2023-2024 school year.  
*Note: The school will provide reimbursement to the county of \$32.83 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2023-2024 school year.*

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO) BETWEEN  
THE BRIDGEPORT EXEMPTED VILLAGE 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 Bridgeport Exempted Village School District 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 Bridgeport Exempted Village School District site.

**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 Bridgeport Exempted Village School District 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 Bridgeport Exempted Village School District, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

Bridgeport Exempted Village School District shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. Bridgeport Exempted Village School District shall utilize the services of the SRO for eight (8) hours per day during the two hundred (200) day period of time. The eight (8) hour per day schedule will be determined by the Bridgeport Exempted Village School District 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 then 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.

Bridgeport Exempted Village School District will be invoiced once at the beginning of the school year and once in January of the following year. The Bridgeport Exempted Village School District shall pay the Sheriff's Office **\$ 32.83 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, Bridgeport EVSD 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 Bridgeport Exempted Village School District 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, 2023, 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 Bridgeport Exempted Village School District 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.
- 5. To decrease the number of youths formally referred to the juvenile justice system.

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 Bridgeport Exempted Village School District

**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 non criminal 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 Bridgeport Exempted Village School District shall maintain full, final, and plenary authority over curriculum and instruction in the Bridgeport Exempted Village School District, 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 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. This aligns with Board Policy.
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. Confering 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 Bridgeport Exempted Village School District, 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. Bridgeport Exempted Village School District 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, Bridgeport Exempted Village School District 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 BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT:

Bridgeport Exempted Village School District  
55781 Industrial Drive  
Bridgeport, OH 43912

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 Bridgeport Exempted Village School District and the Sheriff’s Office. As agreed to and in partnership with:

**BELMONT COUNTY SHERIFF**  
By: David M. Lucas /s/  
Date: 7/5/2023

BELMONT COUNTY COMMISSIONERS  
J. P. Dutton /s/  
J. P. Dutton, President  
Jerry Echemann /s/  
Jerry Echemann, Vice-President  
Josh Meyer /s/  
Josh Meyer  
Date: Jul 05 2023  
Upon roll call the vote was as follows:

**BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT**  
By: Brent Ripley /s/  
By: Eric Meininger /s/  
Date: 6-29-2023  
APPROVED AS TO FORM:  
By: Jacob Manning /s/  
  
Title: Assistant Prosecuting Attorney

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

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**IN THE MATTER OF ACCEPTING THE PROPOSAL AND  
ENTER INTO AGREEMENT WITH WALLACEPANCHER  
GROUP FOR THE COURTHOUSE PLAZA PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the proposal and enter into agreement with WallacePancher Group in the fixed fee of \$355,590.00 for Belmont County Courthouse Plaza Construction Documents Engineering Services.



AGREEMENT BETWEEN  
  
Belmont County Commissioners  
and  
WallacePancher Group  
for  
Belmont County Courthouse Plaza Construction Documents  
Engineering Services

**Project Understanding**

WallacePancher Group (WPG) understands that Belmont County Commissioners (Client) intends to re-development the existing County Courthouse Plaza and Courthouse steps on East Main Street in the City of St. Clairsville, Belmont County, Ohio. Client has requested WPG prepare Construction Documents based on the preliminary design. The anticipated scope of engineering services (Project) is outlined below and includes anticipated tasks based upon WPG’s understanding of the project.

**PART 1      SCOPE OF WORK**

**1. Survey and Field View (Subconsultant – Verdantas)**

**Boundary Survey**

WPG will conduct courthouse/deed research needed to accurately identify the property’s legal boundary and any easements that may be contained within, along, and/or projecting into the property. This information, and the property’s current owner information and adjoining property owner information and tax ID numbers will be identified on the boundary survey, along with the acreage.

WPG will coordinate with the municipality to determine its requirements for setting iron pins at property corners and closure. WPG will set iron pins per the municipality’s and/or owner’s requirements.

**Topographic Survey (supplemental to original survey as needed)**

The supplemental topographic survey is used in the preparation of the base map of existing features which will be used for design of the site. WPG will include the following items on the base map for all features on, along, and projecting into the property, unless otherwise specified: buildings and other permanent structures, streets (including pavement edges and line striping), parking, driveways, sidewalks, walls, fences, utilities, water and gas valves, gas line markers, storm drains (top and invert elevations of all influent and effluent), manholes (top and invert elevations of all influent and effluent pipes), pipe size and type in drains and manholes, utility poles and guy wire

locations, drainage ditches, streams, ponds, wetlands, tree lines (and individual trees if requested), public and private right-of-way's (including dimensions), and any other site feature identified by the surveyor that would affect the site design.

WPG will contact One Call/Call Before You Dig (or equivalent entity) to register the site, obtain a Serial Number, and to have the utilities on, along, and projecting into the property identified by the utility companies. In cases where there is a poor response to the One Call effort, WPG will, to the best of its ability, identify any overhead or underground utilities. Gravity flow systems, such as sanitary or storm sewers, will include structure rim elevations and inverts, as well as pipe size/material and assumed location on the site (i.e., how the piping system ties together).

Pressure systems, such as water or gas, or duct systems, such as electric or telecommunication, will show the approximate location of any line known to exist on the site. WPG will include linework showing the assumed field location of all utilities known to exist on the site. WPG will prepare base mapping in State Plane Coordinates to meet DOT requirements, or as otherwise directed by Client. The topographic contour lines will have a minimum of two-foot intervals and will identify, at a minimum: top and bottom of slopes, any visible rock outcroppings, and contours. The topographic survey shall extend a distance outside of the property boundary in accordance with any ordinances by the municipality, or a minimum of 50' outside of the property boundary, unless otherwise directed by Client.

WPG will establish a minimum of three (3) permanent control points that can be used during construction, preferably on opposing sides of the property and that are within sight of each other. All permanent control points used during the survey will be located on the base mapping with PNEZD and a description of the type of marker (e.g., Nail in Utility Pole). WPG will visibly mark permanent control points in the field to make them easily identifiable for inspection and use. Large projects may require more control points. WPG will recommend a proper number of control points and verify acceptance of that number with Client prior to commencing work.

WPG will prepare an existing conditions base map for the project based upon the topographic survey.

WPG will perform a site reconnaissance visit to verify survey data and site conditions which will also serve as a kick-off meeting for the project.

## **2. Environmental Engineering (Subconsultant – Verdantas & Hardlines)**

### **SHPO / NEPA Clearance (Hardlines)**

Complete Section 106 work form for proposed work and submit to OHPO along with supporting drawings and photographs. Submit 35%, 65%, and 95% documents for review. Respond to

comments for 100% submittal. Conduct field work.

**Asbestos Survey (Verdantas)**

Verdantas will coordinate an asbestos survey of the existing tunnel that acted as a steam tunnel extending from the old jail building to the northeast. It is understood that the tunnel is approximately 35 feet long. The asbestos review will be performed by individuals with asbestos certifications in Ohio.

**3. Geotechnical Investigation (Subconsultant – Verdantas)**

Verdantas will coordinate a geotechnical exploration to obtain geotechnical-related information and to better understand subsurface conditions needed for the proposed design of the proposed site improvements. Verdantas will evaluate pertinent physical and engineering characteristics of the soils based on the results of the field exploration, laboratory testing and our experience, and will develop conclusions and geotechnical recommendations for the following:

- A. Site preparation and earthwork, including discussing the various subsurface conditions encountered.
- B. Placement of backfill and structural fill, including fill type and compaction requirements and the reuse of on-site soils.
- C. Provide recommendations for soil design strength parameters for use in design as appropriate.

Verdantas will coordinate the advancement of up to three borings within the area of the proposed site improvements. The locations of the borings will be established utilizing a hand-held GPS unit and does not include surveying of the “as-drilled” boring locations. Verdantas or its drilling subcontractor will contact the OUPS (Ohio Utility Protection Service) at least 48 hours prior to beginning drilling.

Borings will be performed to a depth of 30 feet below existing ground surface (BGS). If auger refusal is encountered in the first boring, the boring will be terminated. Upon completion of drilling, water level measurements will be made and the borings will be immediately backfilled with drill cuttings to existing grade. Excess drill cuttings, if present, will be spread evenly on-site near the boring location. The soil samples will be reviewed, retained, and transported to an AASHTO (American Association of State Highway and Transportation Officials) accredited geotechnical/materials testing laboratory for further identification and index testing (e.g., moisture content, hydrometer/sieve analysis, and Atterberg limits). An undisturbed (Shelby tube) sample will be attempted to be subjected to consolidation testing to support bearing and settlement calculations.

The results of the evaluations will be incorporated into a Geotechnical Exploration Report that will include the findings, conclusions, and recommendations concerning proposed geotechnical related design/ construction considerations and design recommendations. The report will include

a site plan showing boring locations, summary boring logs, laboratory test results, and supporting information, as appropriate. An electronic PDF file of the report will be presented to the Client for review and distribution. Hard copies of the report can be provided upon request.

#### **4. Construction Documents**

WPG will prepare the Construction Drawings for the project based upon the Preliminary Design that was developed by WPG in January of 2022. WPG will assemble the required information on the drawing sheets. These drawings will be a comprehensive set of buildable/biddable drawings that will expand upon the work performed in the Preliminary Design phase. Hardlines Designs will assist WPG with limited architectural elements associated with the project.

Since this is an ODOT administered project, the Construction Documents will need to follow ODOT requirements. Thus, ODOT's submittal process includes three (3) stages.

- A. Stage 1 being 30% Construction Documents.** This is a preliminary design stage and no detailed design will take place during this stage. This submittal will include preliminary design drawings, typical cross sections, and a cost estimate. It will also include Environmental Coordination listed.

- 1. Schedule:** six (6) month process.
- 2. Meetings:** two (2) in-person meetings over six (6) months (2 total meetings).
- 3. Calls:** two (2) virtual calls per month over six (6) months (12 total calls) .

- B. Stage 2 being 90% Construction Documents.** This is a more detailed design stage which will include design drawings, special details, cross-sections, summary of estimated quantities, and a cost estimate. It will also include a breakdown of the bid alternates for TAP related elements.

- 1. Schedule:** three (3) month process.
- 2. Meetings:** two (2) in-person meetings per month over three (3) months (6 total meetings).
- 3. Calls:** two (2) virtual calls per month over three (3) months (6 total calls).

- C. Stage 3 being 100% Construction Documents.** This is the final design stage which will include all the drawings and sheets listed below and a final cost estimate. It will also include a breakdown of the bid alternates for TAP related elements.

- 1. Schedule:** three (3) month process.
- 2. Meetings:** two (2) in-person meetings per month over three (3) months (6 total meetings).
- 3. Calls:** one (1) virtual call per month over three (3) months (3 total calls).

#### **Construction Documents:**

- Title Sheet

- Typical Sections
- Summary of Estimated Quantities
- Quantity Tables
- Project Notes
- Special Details
- Existing Conditions Plans
- Demolition Plans
- Site Layout Plans
- Grading Plans
- Landscape Plans
- Utility Plans
- Stormwater Management Plans
- Erosion Control Plan

No irrigation design is included in this scope of work. If these services are required, a revised project scope and price proposal will be provided to Client.

This task includes submittals for the three (3) stages of Construction Documents as listed above. Any additional revisions or submittals will be treated as additional services and billed accordingly.

Any additional meetings (in-person or virtual) will be treated as additional services and billed accordingly.

#### **5. Zoning Submission**

WPG will assist the Client with the Zoning Submission of the proposed project to the local municipal, county planning agencies, or architectural review board to ensure compliance with all applicable subdivision, zoning, historic, or other regulations.

WPG will prepare the application and all applicable plan documentation for submission.

WPG anticipates that no zoning variances/amendments are required for this project and therefore has not included any effort for this work. If these services are required, a revised project scope and price proposal will be provided to Client.

This task includes one (1) revision to address Regulatory comments. Any additional revisions or submittals will be treated as additional services and billed accordingly.

#### **6. PCSM Design**

WPG will perform a Post-Construction Stormwater Management (PCSM) design to properly size the stormwater facilities and conveyances to meet the water quality and quantity runoff

requirements pursuant to the local drainage and erosion and sedimentation control requirements and the Ohio EPA stormwater regulations contained within the Ohio EPA Permit No. OHC000005 *General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System*, including the requirements of the Critical Storm Method. The Client shall be aware that, depending upon the increase of impervious site area, the Critical Storm Method could lead to larger than normal stormwater basins or facilities to detain additional stormwater required by this method of design. The PCSM Plan will be submitted to the County for review.

WPG will prepare a stormwater management report to summarize the stormwater design methodology and demonstrate that the project meets all local and Ohio EPA requirements.

Separate, standalone Operation and Maintenance (O&M) Agreements for all stormwater management facilities will be prepared and submitted to the County for review and approval. The agreements will include the type, name, and coordinates of the stormwater facilities, a site location map of each, routine maintenance tasks, and a Post-Construction/Maintenance Certification to be signed by Client.

This task includes one (1) revision to address Regulatory comments. Any additional revisions or submittals will be treated as additional services and billed accordingly.

#### **7. SWPPP Design**

WPG will prepare the Stormwater Pollution Prevention Plan (SWPPP) and supporting documents for submission to the reviewing agency for review and approval. All design elements will meet the SWPPP requirements pursuant to the local drainage and erosion and sedimentation control requirements and the Ohio EPA stormwater regulations contained within the Ohio EPA Permit No. OHC000005 *General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System*.

WPG will prepare a SWPPP report to summarize the erosion and sediment pollution control design methodology, define site housekeeping requirements, and demonstrate that the site meets local and the Ohio EPA requirements.

This task includes one (1) revision to address Regulatory comments. Any additional revisions or submittals will be treated as additional services and billed accordingly.

#### **8. NPDES Permit**

WPG will prepare the online National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) Application for the Client to submit to the Ohio EPA through the Ohio EPA's online eBusiness center and the STREAMS Application Submittal System. Consultants cannot

electronically sign (PIN) applications on behalf of Client. Therefore, WPG can only complete and save the application and then delegate to Client to submit. If needed, WPG can assist Client on the procedure to electronically sign and submit the NOI. Client will be responsible for payment of the NOI Processing Fees. WPG does not anticipate any comments from the Ohio EPA. The NPDES NOI must be submitted prior to the start of construction once an adequate SWPPP has been developed for the project.

**9. Fountain Design (Subconsultant – McKinley)**

WPG will work with McKinley to design the MEP requirements for the fountain and the fountain's structural components.

**10. Electrical & Site Lighting Design (Subconsultant- McKinley)**

WPG will work with McKinley to provide fountain design, and MEP as needed including connections in the basement of the Belmont County Museum. WPG assumes that the Client/Architect/MEP will provide utility service lateral locations and utility design loadings for the project to be used in any applications or design plans.

This task includes one (1) revision to address Regulatory comments. Any additional revisions or submittals will be treated as additional services and billed accordingly.

**11. Structural Design**

WPG will prepare design calculations and drawing details for various the structural elements:

- Replacement steps on the south and east sides of the Courthouse and the east side of the Courthouse Annex,
- Retaining wall along the north and west sides of the parking lot expansion along Newell Avenue,
- Foundations for steel ADA ramps,
- Foundation and enclosure for ADA lift at Courthouse Annex, and
- Steam tunnel analysis for collapse and in-filling.

Fountain structural cost is under item 9 above.

The structural designs will conform to the ODOT Bridge Design Manual or the Ohio Building Code as applicable and will be detailed in accordance with ODOT's staged review process.

**12. Construction Bidding**

WPG assumes up to twenty-four (24) hours to answer contractor questions/issue addenda during the bidding process. Additional time, if necessary, will be performed as an additional fee and only upon Client approval. Sub-consultants will also be available to assist in RFI responses.

**13. Construction Observation**

WPG assumes up to 54 hours for any combination of the tasks below. Additional time, if necessary, will be performed as an additional fee and only upon Client approval. Work will include:

- Respond to contractor Requests for Information (RFIs);
- Review and address contractor change orders;
- Conduct on-site observation during the construction of the project. WPG will observe and photograph key elements of construction and will provide guidance to the contractor as necessary;
- Conduct a pre-final inspection and create a punch-list of items that need completed and/or corrected;
- Conduct a final inspection and prepare the project closeout document for Client.
- Sub-Consultants will have be available for two meetings during Construction

#### **Project Assumptions**

1. Client will provide WPG with all previously completed architectural conceptual plans and any additional information that may be readily available concerning the Project. All electronic files shall be provided in AutoCAD format, if available.
2. WPG assumes that it will have access to the property for site investigation, data collection and related activities. No field work will be attempted during inclement weather.
3. All permit application and/or agency review fees are to be paid directly by Client to the respective agency and are not included in this proposal.
4. Although WPG is committed to working with the reviewing agencies to expedite the various approvals for the project, no warranties or guarantees are given, expressed, implied, or otherwise conveyed relative to the successful completion of this effort.
5. No Variances or Modifications from City Ordinances are included as part of this scope of work.
6. No Sewer Planning Mailer/Module is included as part of this scope of work.
7. No off-site utility (sanitary, water, gas, electric, telecommunications) or storm extensions are included as part of this scope of work. It is assumed that all utility and storm connections will be made on-site.
8. No Transportation Engineering, Traffic Studies, Permitting, or Analysis, is included as part of this scope of work.
9. No MS4 Permits are included as part of this scope of work.
10. No Subdivision of Land is included as part of this scope of work.
11. No Green Roof Design is included as part of this scope of work.
12. No Irrigation Design is included as part of this scope of work.
13. No Utility Design (water, gas, telecommunications) is included as part of this scope of work.
14. No Environmental Stream or Wetland Walkovers or Delineations, Phase II Environmental Site Assessments, Floodplain/Floodway Analysis, or Environmental Permitting is included as part of this scope of work.
15. No Division 00, 01, or 02-33 Front End/Contractor Forms/Technical Specifications are anticipated as part of this scope of work.
16. No As-Built Survey services are included as part of this scope of work.



- 17. Electronic design drawings generated by WPG are provided in AutoCAD Civil 3D file format only.
- 18. If Client should initiate significant design changes, an amended scope of work and price proposal will be provided to Client.

**PART 2      COST OF SERVICES**

**Belmont County Commissioners** agrees to pay WallacePancher Group for services rendered at the subject property an amount of **\$355,590** to perform and fulfill the work outlined in PART 1.

Any additional work (and its associated cost) needed to complete the project will be reviewed and approved by Client prior to any additional work being performed.

**Project Budget**

|      |                                   |                  |
|------|-----------------------------------|------------------|
| 1.0  | Survey and Field View             | \$17,450         |
| 2.0  | Environmental Design              | \$12,460         |
| 3.0  | Geotechnical Analysis             | \$16,970         |
| 4.0  | Construction Documents            | \$144,190        |
| 5.0  | Zoning Submission                 | \$4,100          |
| 6.0  | PCSM Design                       | \$25,260         |
| 7.0  | SWPPP Design                      | \$9,830          |
| 8.0  | NPDES Permit                      | \$1,160          |
| 9.0  | Fountain Design                   | \$19,060         |
| 10.0 | Electrical & Site Lighting Design | \$26,040         |
| 11.0 | Structural Design                 | \$50,340         |
| 12.0 | Construction Bidding              | \$9,840          |
| 13.0 | Construction Observation          | \$18,890         |
|      | <b>Project Total Cost</b>         | <b>\$355,590</b> |

Thank you again for the opportunity to provide you with this proposal. Please sign, date, and return a copy of this proposal to WallacePancher Group for execution. An executed copy will be returned to you via email for your records.

Please note that by signing this Proposal you are accepting WallacePancher Group’s Standard Terms and Conditions which are made part of this Proposal and are attached hereto. Also, please note that no work will be performed until this proposal is fully executed by both parties.

Accepted by:  

X [Signature] X Jerry Echemann  
X [Signature]  
\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
WallacePancher Group

JUL 05 2023  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

[Signature]  
\_\_\_\_\_  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Mr. Dutton said this project was considered after the last courthouse renovation project around six years ago. There are some ADA accessibility issues that needs to be addressed at the courthouse and surrounding buildings. A grant was received through the Ohio Department of Transportation, this grant covers 95% of the cost. The funds will be available July 1, 2024.

**BID FOR ENGINEER’S PROJECT 23-12**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Project 23-12 BEL-CR2-3.65/5.49 (Deep Run Road) Paving Project to NLS Paving, Inc. in the amount of \$218,409.25, 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 AWARDING THE  
BID FOR ENGINEER’S PROJECT 23-5**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Project 23-5 BEL-CR5-7.45/8.18 (Ramsey Ridge Road) Slide Repair Project to OH-WV Excavating Co. in the amount of \$316,154.00, 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 ENTERING INTO A ROADWAY USE MAINTENANCE  
AGREEMENT WITH GULFPORT APPALACHIA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with Gulfport Appalachia, LLC, effective July 5, 2023, for drilling activity at 1.2 miles of CR26 at the JAC pad.

*Note: No bond needed per County Engineer Terry Lively. A geotechnical analysis of the route is provided.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Gulfport Appalachia, LLC, whose address is 713 Market Drive, Oklahoma City, Oklahoma 73134 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Wayne Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and  
**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the JAC pad including the equipment, facilities, impoundments, and pipelines necessary for the operation of the JAC pad(hereafter collectively referred to as “oil and gas development site”) located in Wayne Township, in Belmont County, Ohio; and  
**WHEREAS**, Operator intends to commence use of 1.2 miles of CR CR 26 for the purpose of ingress to and egress from the JAC pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the JAC pad (hereinafter referred to collectively as “Drilling Activity”); and  
**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and  
**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;  
**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.  
**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR CR 26, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 148 and going north for 1.2 miles to the pad entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 26 for any of its Drilling Activities hereunder.
2. ~~The portion of CR/TR ( ), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator’s site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR for any of its Drilling Activities hereunder.~~
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s

discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \_\_\_\_N/A\_\_\_\_\_ & 00/100 DOLLARS (\$\_\_\_\_N/A\_\_\_\_\_.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty-four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator’s use of the roads pursuant to this Agreement.

12. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on July 5 , 2023.

Executed in duplicate on the dates set forth below.

**Authority**  
By: J. P. Dutton /s/  
Commissioner  
By: Jerry Echemann /s/  
Commissioner  
By: Josh Meyer /s/  
Commissioner  
By: Terry Lively /s/  
Terry Lively, County Engineer  
Dated: 7-5-2023  
Approved as to Form:  
Jacob Manning /s/ Assistant Prosecuting Attorney  
County Prosecutor  
Upon roll call the vote was as follows:

**Operator**  
By: Bill Smith /s/  
Printed name: Bill Smith  
Company Name: Gulfport Appalachia, LLC  
Title: VP of Drilling  
Dated:

|              |     |
|--------------|-----|
| 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 EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER**

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 the East Central Ohio Educational Service Center for Adult Mentoring for In-School Youth and Out-of-School Youth, in the not to exceed amount of \$188,443.00, effective July 1, 2023 to June 30, 2024 for Program Year 2023.

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

**Whereas**, this contract, entered into on the **28<sup>th</sup>** day of **June 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the East Central Ohio Educational Service Center (hereinafter “Contractor”), is for the purchase of the performance of the following services: Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I PURPOSE**

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

**II PARTIES**

The parties to this agreement are as follows:

|                    |   |
|--------------------|---|
| <b>Purchaser:</b>  | The Belmont County Department of Job and Family Services<br>68145 Hammond Road<br>St. Clairsville, OH 43950<br>(740)695-1075                                  |
| <b>Contractor:</b> | The East Central Ohio Educational Service Center<br>834 East High Avenue<br>New Philadelphia OH 44663<br>(330)308-9939                      UEI: H9UJNRK75UX3 |

**III CONTRACT PERIOD**

This contract and its terms for Program Year 2023 (PY23) will become effective on July 1, 2023. The termination date of this contract is June 30, 2024. This is the second contract of the four-year RFP that was issued and began with PY22 on July 1, 2022. The contract may be renewed for up to two (2) additional Program Years (PY24 and PY25) based upon satisfactory performance.

**IV DEFINITIONS**

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

Allowable Costs

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

Basic Skills Deficient

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

Attending School

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

Out-of-School Youth Eligibility Requirements

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

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
  - A school dropout;
  - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
  - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
  - An individual who is subject to the juvenile or adult justice system;

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

#### In-School Youth Eligibility Requirements

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

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

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

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

#### Participation

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

#### Adult Mentoring

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

#### Follow-Up Services

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

#### Employability Skills

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

#### Post-Secondary Education

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

#### Qualified Apprenticeships

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

#### Military Service

Reporting for active duty.

#### Performance

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

#### Proportional Payment

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

#### Services

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

#### TANF

TANF is the Temporary Assistance to Needy Families Program

#### WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. The Contractor shall make available Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
3. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
4. The Contractor may refer potential participants to the Purchaser for eligibility determination.
5. 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 CCMEP Youth activities.
6. 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. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
7. 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.
8. 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.
9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

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

**C. Service Requirements**

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article

**IV: DEFINITIONS:**

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

**D. Contractual Performance Standards**

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

**Performance Standards**

1. **Seventy percent (70%) of the total combined in-school and out-of-school youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in Adult Mentoring.**
2. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
3. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**



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

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

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

**Contractual Reviews**

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

**E. Performance Reporting**

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

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

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

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

**F. Evaluation and Monitoring**

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

**VI AVAILABILITY OF FUNDS**

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$188,443.00. This is further restricted as follows:

- \$56,533.00 must be spent on CCMEP WIOA eligible participants/STEM Initiative
- \$131,910.00 must be spent on CCMEP TANF eligible participants

The proposal allows for up to sixty-five (65) youth to be served at a per unit cost of \$2899.12. The budget consists of 30% WIOA funding and 70% TANF funding.

Omni circular data:

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

No R&D. No indirect rate.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to

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



In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.  
The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

| ACTIVITY                                   | TOTAL COST   |
|--|--------------|
| Direct Salary of Two (2) Career Navigators | \$131,764.00 |
| Career Navigator Direct Fringe Benefits    | \$26,476.00  |
| Operating Expenses                         | \$22,312.00  |
| Indirect Costs                             | \$7891.00    |
| TOTAL COST:                                | \$188,443.00 |
| MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:   | \$188,443.00 |

**Detailed List of Operating Expenses:**  
Detailed List of Operating Expenses:

1. Mileage: \$10,050.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$5,000.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$3,501.00 includes copies and handouts
4. Professional Development: \$3,761.00 Contractor staff trainings are to be determined. The contractor must submit proposed training sessions to the Purchaser for review and approval prior to registering for any training sessions.

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.  
Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.  
The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.  
If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement.  
Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.  
The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.  
The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

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

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

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

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

**XVIII COMPLIANCE**

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

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

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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development

Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

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

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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

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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

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

**XXXIV DAVIS-BACON ACT**

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

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

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

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

**XL PATENT RIGHTS**

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

**XLI PROCUREMENT**

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

**SIGNATURES:**

Jeffery Felton /s/  
**Jeffery Felton, Director**  
Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
(740)579-0279

6/30/2023  
**Date**

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

7/5/23  
**Date**

Jerry Echemann /s/  
**Jerry Echemann, Belmont County Commissioner**

7-5-23  
**Date**

Josh Meyer /s/  
**Josh Meyer, Belmont County Commissioner**

7/5/23  
**Date**

Matthew A. King /s/  
**Matthew A. King, Treasurer/CFO**  
East Central Ohio Educational Service Center  
834 East High Avenue  
New Philadelphia OH 44663

7/1/2023  
**Date**

**Approved as to form:**

Jacob Manning /s/ Assistant Prosecutor  
**Belmont County Prosecutor**  
Upon roll call the vote was as follows:

July 5, 2023  
**Date**

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:50 A.M**

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

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:57 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:57 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 two motions to be considered at this time.

**IN THE MATTER OF MOVING JOANN LEIFFER  
FROM PART-TIME DRIVER-CENTER TO PART-TIME  
DRIVER-MEDICAL/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve moving Joann Leiffer from part-time Driver-Center to part-time Driver-Medical at Senior Services of Belmont County, effective July 10, 2023.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF ACCEPTING THE RESIGNATION  
OF CYNTHIA STOCK, FULL-TIME HR ADMINISTRATIVE ASSISTANT**

Motion made by Mr. Dutton seconded by Mr. Echemann to accept the resignation of Cynthia Stock, full-time HR Administrative Assistant at Belmont County Human Resources, effective July 5, 2023.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**RECESS**



Reconvened at 11:53 a.m. with no further business to be had.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:53 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:53 a.m.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Read, approved and signed this 11th day of July, 2023.

*J. P. Dutton* /s/\_\_\_\_\_

*Jerry Echemann* /s/\_\_\_\_\_ COUNTY COMMISSIONERS

*Josh Meyer* /s/\_\_\_\_\_

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

*J. P. Dutton* /s/\_\_\_\_\_ PRESIDENT

*Bonnie Zuzak* /s/\_\_\_\_\_ CLERK