

St. Clairsville, Ohio

October 25, 2023

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,944,559.47

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:

Y91 EMPLOYER’S SHARE HOLDING ACCOUNT/AUDITOR

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

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

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,664.21

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 October 25, 2023, date:

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,203.82
E-0111-A001-E09.003	PERS	\$460.39
E-0131-A006-A04.002	Salaries-Road	\$1,000.00

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
---------------------	----------------	------------

E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$12,602.14
---------------------	-------------------	-------------

L05 WATERSHED COORDINATOR/BSWCD

E-1815-L005-L01.002	Salaries	\$30,000.00
E-1815-L005-L15.006	Hospitalization	\$10,000.00

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$114,118.25
E-8010-S030-S51.002	Salaries	\$136,000.00
E-8010-S030-S53.000	Medical	\$3,072.00
E-8010-S030-S54.000	Food	\$1,500.00
E-8010-S030-S55.010	Supplies	\$1,000.00
E-8010-S030-S56.000	Motor Vehicles	\$800.00
E-8010-S030-S57.000	Travel & Staff Development	\$500.00
E-8010-S030-S59.000	Fuel/Utilities	\$16,606.00
E-8010-S030-S60.000	Maintenance & Repair	\$4,671.00
E-8010-S030-S62.000	Printing	\$25.00
E-8010-S030-S66.003	PERS	\$26,000.00
E-8010-S030-S67.004	Workers Comp	\$14,261.08
E-8010-S030-S68.006	Hospitalization	\$58,000.00
E-8010-S030-S70.005	Medicare	\$3,120.00
E-8010-S030-S71.000	Education/Recreation	\$625.00

S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$120,724.13
E-0910-S033-S34.010	Supplies	\$5,000.00
E-0910-S033-S40.000	Medical	\$9,000.00
E-0910-S033-S67.000	Travel & Training/GS	\$1,000.00

S80 CLERK OF COURTS-COMPUTER FUND

E-1580-S080-S08.000	Computer Expenses	\$26,545.25
---------------------	-------------------	-------------

W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$2,664.21
---------------------	--------	------------

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 October 25, 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
HOSPITALIZATION CHARGEBACKS FOR SEPTEMBER AND OCTOBER 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for
Hospitalization Chargebacks for the months of September and October 2023

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	15,271.02
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	18,112.68
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	41,611.76
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	1,022.90
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	3,432.92
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	651.16
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,716.46
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	2,367.62
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	4,735.24
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	12,797.40
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,604.64
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	3,432.92
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	17,638.64
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	166,392.04
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	174,224.62
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	23,676.20
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,302.32
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	63,865.84
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,205.72
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,865.84
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	98,797.80
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,816.92
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,432.92
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,432.92
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,432.92
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	41,966.00
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,302.32
WATER DEPARTMENT			
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	73,489.48
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,188.56
COUNTY HEALTH			
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	14,001.11
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	808.81
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	4,220.25
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	49.08
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	5,365.30
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	100.74

E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,171.47
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	2,676.82
E-2239-F091-F01.002	COVID-19 Enhanced Oper. (EO)	R-9891-Y091-Y01.500	1,177.16
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	574.27
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	1,155.33
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	2,186.44
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,328.10
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	682.82
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	212.50
JUV COURT/GRANTS			
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,604.64
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	5,149.38
TOTALS			874,252.00

Upon roll call the vote was as follows:

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

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

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

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,106.71
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	358.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	571.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,878.97
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,483.10
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	476.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,656.58
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,535.22
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,628.50
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,977.07
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	11,071.23
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,356.62
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,944.82
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,314.38
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,961.33
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,742.23
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,578.39
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,343.34
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,691.98
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	28,433.55
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,196.06
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,269.12
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,392.95
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,704.84

BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,346.98
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	402.35
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	131.18
			123,711.56
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,087.40
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,781.25
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	28.29
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	782.78
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	354.37
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	614.62
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	557.75
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	997.24
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	669.22
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	182.44
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	291.68
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,048.23
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,380.79
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	133.42
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,554.67
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,320.16
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,375.78
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,501.36
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,292.63
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,920.37
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,764.00
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	380.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,338.29
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	518.40
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,418.54
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,260.95
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,178.60
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,647.02
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,626.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	10,575.69
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	12,013.30
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,629.46
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	520.63
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,166.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	42,030.15
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	23,289.57
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	656.92
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	669.34
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,811.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	632.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	538.46
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	538.64
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,004.97

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	495.56
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	763.28
			359,353.08

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR AUGUST 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor’s Office:

- Final Sales & Use Tax Distribution Report for the month of August 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-Jeff Felton to Lewis Center, OH, on October 30-31, 2023, to serve on the panel for new director’s training. Estimated expenses: \$388.37.
John LaRoche to Springfield, MO, on October 31-November 1, 2023, to visit a youth in a residential center. Estimated expenses: \$1,19050.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement: The Belmont County Auction being held on Tuesday, October 31st on Hammond Road, St. Clairsville, will start at 3:00 p.m. instead of 4:00 p.m.

IN THE MATTER OF APPOINTMENT TO THE BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Ms. Shawn McKeen to the Belmont County Board of Developmental Disabilities for a four (4) year term, effective January 1, 2024 through December 31, 2027.

Upon roll call the vote was as follows:

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

Mr. Dutton noted the Developmental Disabilities board made the recommendation.

IN THE MATTER OF APPROVING QUOTE FROM CRESCEND TECHNOLOGIES LLC/EMA

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Crescend Technologies LLC, in the amount of \$1,458.60, for one P10-2DE1-C5-001 amp for the Belmont County Emergency Management Agency.

Note: This will be used to booster outgoing radio communications for the radios in the EOC.

Upon roll call the vote was as follows:

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

Mr. Dutton said the EOC is a valuable asset to Belmont County.

IN THE MATTER OF APPROVING ESTIMATES FROM BLACKIE & SONS EXCVATING & PAVING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following estimates from Blackie & Sons Excavating & Paving to asphalt roadway with 2” compacted thickness of #448 material:

- Belmont County Department of Job and Family Services offices located at 68145 Hammond Road, St. Clairsville, in the amount of \$12,672.00,
- Belmont County Sheriff’s Department located at 68137 Hammond Road, St. Clairsville, in the amount of \$37,740.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE NUMBER 90 FROM JST NUISANCE WILDLIFE CONTROL SERVICE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve estimate number 90 from JST Nuisance Wildlife Control Service in the amount of \$8,000.00 for pigeon removal at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

Mr. Dutton said this was also done three to four years ago.

IN THE MATTER OF APPROVING THE TRANSFER OF TWO

**CHEVY IMPALAS FROM COURT OF COMMON PLEAS,
JUVENILE DIVISION TO SARGUS JUVENILE CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the transfer of two 2015 Chevy Impalas from the Court of Common Pleas, Juvenile Division, to the Sargus Juvenile Center for their use.

Note: This vehicles are no longer needed by the Court of Common Pleas, Juvenile Division.

Upon roll call the vote was as follows:

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

Mr. Dutton noted they are working with Sargus Director D.J. Watson on improvements needed.

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH RAZE
INTERNATIONAL FOR DEMOLITION WORK AT THE FORMER COUNTY
HOME, BOILER HOUSE AND WATER SANITATION BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into agreement with Raze International, in the amount of \$168,300.00 for complete demolition/disposal work at the properties located at the former Belmont County Home, Boiler House and Water Sanitation building.

DEMOLITION CONTRACT

This Agreement, made this 25th day of October 2023 by and between Raze International, Inc. hereinafter called the “Contractor”, and the Belmont County Commissioners hereinafter called the “BCC” for the consideration stated herein mutually as follows:

- 1. STATEMENT OF WORK
The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all work in an efficient and workmanlike manner, as follows:

Description of Work
Complete demolition / disposal work at properties located at **Former Belmont County Home, Boiler House, and Water Sanitation Building, St. Clairsville, Ohio**; all in strict accordance with the local, state, and federal regulations. Work is only permitted to take place during the regular business hours of the BCC unless other hours of operation are permitted by approved change order.
- 2. THE CONTRACT PRICE
The BCC will pay the Contractor for performance of the Contract, in current funds, the sum of **\$168,300.00**. The Contractor will bill the following costs based on the bid submitted per property.

The BCC before making payment, will require the Contractor performing the work to furnish the 10 Day Notification to Ohio Environmental Protection Agency (EPA) prior to work being started, all EPA waste shipment records, and releases of liens and/or receipts from any or all persons performing work and supplying material or services to the Contractor, for work under supplying material or services to the Contractor, for work under this Contract, if this is necessary to protect its interests.
- 3. SUBCONTRACTING/ASSIGNMENT
The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract. **Likewise, assignment of this contract in whole or part is prohibited.**
- 4. PERMITS AND CODES
The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, and codes of the Federal, State and Local Government and shall at his/her own expense, secure and pay the fees or charges for all permits required for the performance of the Contracted Work.
- 5. CARE OF WORK
The Contractor shall be responsible for all damages to persons or property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the BCC. In the event damages are alleged to have occurred to adjacent property as a result of the Contractor's work and the Contractor cannot settle the matter informally with the adjacent property owner, the BCC reserves the right to either delay payment to the Contractor until the dispute is resolved or deduct from the amount owed under this contract, the amount necessary to correct such damages.
- 6. VACATING OF BUILDINGS
The structure(s) identified in the contract documents were vacant at the time of bidding. In the event the Contractor finds that any structure is not vacant, the Contractor shall immediately notify the BCC and shall not begin work until further directed by the BCC. No claim of extension of time or increased price will be considered because of occupancy of buildings. In case such occupancy is prolonged, the BCC reserves the right to terminate the contract. The Contractor shall inspect all buildings and structures to determine they are vacant prior to beginning work.

7. CHANGES IN WORK

- a. The BCC may make changes in the work required to be performed by the Contractor by making additions thereto, by omitting work there from, or by changing requirements from those specified without invalidating this Contract and without relieving or releasing the Contractor from any of his/her obligations under this Contract. All such work shall be executed under the terms of the original contract unless it is expressly provided for otherwise by change order.
- b. Except for the purpose of affording protection against an emergency endangering life or property, the Contractor shall make no change in scope of work, provide any extra or additional work, or supply additional labor, services, or materials beyond that actually required for the execution of this Contract unless in pursuance of a written change order from the BCC authorizing the change. No claims for an adjustment of the contract price will be valid unless so ordered.
- c. Each change order shall include in its final form, a description of the change in the work, the Contractor's definite statement as to the resulting change in the Contract price and/or time, and the statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the change order.
- d. Any request for a change order, either by the BCC or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the BCC and signed by the BCC and Contractor. All change orders shall be made using forms provided by the BCC. Any agreements not signed as heretofore indicated shall be considered null and void. Unless otherwise specified, any change order resulting in an increase in cost shall be the responsibility of the BCC.

8. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons or property, either on or off the site, which occur as a result of his performance of work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken, such additional safety and health measures as the BCC may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention for Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of deaths, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the BCC with reports concerning these matters.

9. INDEMNIFICATION OF BCC

The Contractor shall indemnify and save harmless the BCC from liability for any injury or damages to persons or property resulting from his performance of work under the contract.

10. INSURANCE

- a. The Contractor shall, during the performance of the Work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Owner.

Worker's Compensation - Statutory requirements at the locations of work and in accordance with the Consultant's established program for employees.

- Employer’s Liability:** - \$1,000,000 Bodily Injury by Accident (Each occurrence)
 - \$1,000,000 Bodily Injury by Disease (Policy Limit)
 - \$1,000,000 Bodily Injury by Disease (Each Person)
- Comprehensive General Liability:** - \$1,000,000/per occurrence; \$2,000,000/general aggregate
- Automotive:** - \$1,000,000 Combined / Single Limit per accident
- Umbrella Liability:** - \$2,000,000/aggregate
- Pollution Liability:** - \$2,000,000/Combined Single Limit

11. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

No officer, employee, or member of the governing body of the BCC who exercises any functions or responsibilities in connection with the conducting of this project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

12. **ORGANIZATIONAL CONFLICT OF INTEREST**

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a prospective contractor's organizational, financial, contractual, or other interests are such that:
- 1. award of this Contract may result in an unfair competitive advantage.
 - 2. the Contractor's objectivity in performing the contract work may be impaired; or
 - 3. the Contractor has disclosed all relevant information and requested the BCC to make a determination with respect to this Contract.
- b. The Contractor agrees that if after award he/she discovers an organizational conflict of interest with respect to this Contract, he/she shall make an immediate and full disclosure in writing to the BCC which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The BCC may, however, terminate this Contract for the convenience of the BCC if it would be in the best interest of the BCC.
- c. In the event the Contractor was aware of an organizational conflict of interest prior to the award of this Contract and intentionally did not disclose the conflict to the BCC, the BCC may terminate the Contract for default.
- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BCC and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance of work under this Contract.

13. **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor certifies that it has adopted an Equal Employment Opportunity policy and it is in full compliance with applicable federal, state, and local laws, rules, and regulations in the area of non-discrimination in employment.

14. **MINORITY HIRING GOAL**

Contractor shall make good faith effort to employ minority persons in the completion of the project. Contractor shall goal for minority participation is 5.5%.

15. **DRUG-FREE WORKPLACE**

Contractor certifies that it has enrolled in and has implemented an Ohio Bureau of Workman’s Compensation drug-free program, either Drug-Free Safety Program or has adopted and implemented a comparable program.

16. **INSPECTION BY BCC**

The BCC shall have the right to inspect the work at all times and at the completion thereof.

17. **PAYMENT**

An invoice for payment shall be submitted only after all work under this project is complete and the BCC has inspected and approved the condition of the work site. The following shall accompany the invoice:

- a. receipts from the State-approved disposal site where debris under this Contract was taken by the Contractor for disposal; and
- b. certification of lien releases and waiver of claim from subcontractors and/or suppliers.

Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made.

18. **TIME FOR COMPLETION**

The work, which the Contractor is required to perform under this Contract, shall be fully 100 percent completed within thirty (30) consecutive calendar days following execution of this contract. **No extension of time shall be granted, or excusable delays permitted for any reason whatsoever unless by approved change order.** Liquidated damages in the amount of \$50.00 per day for each calendar day beyond thirty (30) days shall be deducted from the contract amount. The BCC shall not be obligated to notify the contractor in advance when liquidated damages begin to accrue.

Event	Date(s)
Advertise for Bidders	August 29 & September 5, 2023
Mandatory Pre-Bid Meeting	September 13, 2023, at 11:00 A.M.
Questions Submission Deadline	September 15, 2023, by 5:00 P.M.
Bid Due Date	September 27, 2023, at 10:00 A.M.
Bid Opening	September 27, 2023, at 10:00 A.M.
Bid Evaluation/Recommendation	September 28 – October 3, 2023
Contract Award	October 11, 2023
Notice to Proceed (NTP)	To Be Determined
Completion of Contract	NTP + 30 days

19. **EXCUSABLE DELAYS**

The contractor shall not be charged with liquidated damages for any delays in the completion of work due:

- a. To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. To any acts of the BCC.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,

- d. To any delay of a subcontractor occasioned by any of the causes specified in subparagraph a., b., and c. above. Provided, however, that the contractor promptly (within 10 days) notifies the BCC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the BCC shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

20. **STATE PREVAILING WAGE RATE**

The Contractor shall comply with State Prevailing Wage Rates and Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborer employed in construction work financed with grant funds.

21. **TERMINATION OF CONTRACT**

The BCC may terminate this Contract at any time for cause or convenience by giving written notice of such to the Contractor 10 days in advance of such termination as follows:

a. **Termination of Clause**


If the Contractor should breach this Contract or fail to perform the services required by the Contract, the BCC may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the BCC, the Contract may be terminated by the BCC at any time thereafter upon written notice to the Contractor or, in the alternative, the BCC may give such extension of time to remedy the breach as the BCC determines to be in its best interest. The BCC's forbearance by not terminating the Contract for a breach of contract shall not constitute a waiver of the BCC's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the Contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the BCC for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

b. **Termination of Convenience**

The contract may be terminated by the BCC in whole or in part for the convenience of the BCC without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work; including, but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the Contract is terminated in whole or in part for the convenience of the BCC, the Contractor shall be entitled only to payment for work done prior to the notice of termination and thereafter shall be entitled to payment for work, if any, not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

By: 
By: PATRICK KIRBY
Title: VICE - President

BELMONT COUNTY COMMISSIONERS

By: 
J. P. Dutton

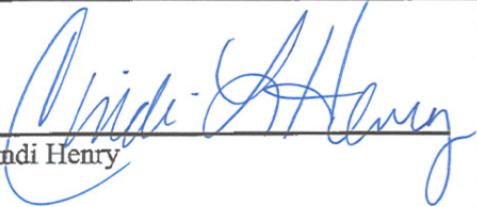
By: 
Jerry Echemann

By: 
Josh Meyer

CERTIFICATE OF OWNER'S ATTORNEY

By: 
Jacob Manning

CERTIFICATE OF FUND AVAILABILITY

By: 
Cindi Henry

Upon roll call the vote was as follows:

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

Mr. Dutton said the former county home has been deemed beyond repair. The former Water Department was deemed unsafe in 2017.

IN THE MATTER OF APPROVING THE HEALTHY AGING GRANT AGREEMENT
BETWEEN THE OHIO DEPARTMENT OF AGING AND BELMONT COUNTY BOARD OF COMMISSIONERS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Healthy Aging Grant Agreement between the Ohio Department of Aging and Belmont County Board of Commissioners.

Note: The grant funds will be used to address social determinants of health and to foster improved quality of life for Older Ohioans.



**Department of
Aging**

Mike DeWine, Governor Jon Husted, Lt. Governor Ursel J. McElroy, Director

[Aging.Ohio.gov](https://aging.ohio.gov)

ODA TN 2023-235

**Grant Agreement between the Ohio Department of Aging and
Belmont County Board of Commissioners
Healthy Aging Grants**

This grant agreement (Agreement) is entered into by and between the Ohio Department of Aging (ODA), located at 30 E Broad St, 22nd Floor, Columbus, OH 43215 and the Belmont County Board of Commissioners (Recipient), located at 101 West Main Street, Saint Clairsville, OH 43950, collectively the “Parties.”

1. **Purpose:** ODA hereby grants funds to Recipient who shall use these funds solely to support the program(s) outlined in **Attachment A** of this Agreement. **Attachments A, B, C, D, and E** are an integral part of this Agreement and are considered incorporated fully within this Agreement.

Funding Amount: The amount of funds being awarded to Recipient through this Agreement is defined in **Attachment A** of this Agreement. Funding level approvals, and/or changes, for this Agreement will be identified and communicated in one or more Notice of Grant Award (NGA). The initial NGA shall be distributed on execution of this Agreement.

2. **Funding Source and Certification of Funds:** The original source of funds being awarded to Recipient through this Agreement is defined in **Attachment A** to this Agreement.

Recipient agrees ODA’s obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement and the Director of the Ohio Office of Budget and Management has certified the availability of such funds as required by Ohio Revised Code (ORC) 126.07.

If at any time and without prior notice the Director of ODA informs Recipient in writing that sufficient funds are no longer available for the purposes of this Agreement, Recipient shall not obligate additional costs against the award or perform program activities and, except for closeout, reporting and audit activities, shall cease all activity associated with the Agreement as of the date of notification.

3. **Grant Period:** Funds may be obligated and spent according to the dates specified in paragraph 5(f) of this Agreement. Recipient may not obligate funds prior to the beginning of the approved grant period. Recipient may make obligations up to the amount approved on the NGA for the given period.

This Agreement shall be effective on the last date signed by the Parties and shall expire on October 31, 2024. The obligations of Recipient regarding reporting, closeout, and record keeping shall remain in effect until met.

4. **Reporting:** Recipient shall submit reports as required in **Attachment A** of this Agreement.

Recipient’s failure to submit programmatic and financial reports on time may be the basis for withholding payments, suspension, termination, or denial of continued funding.

30 E Broad St, 22nd Floor
Columbus, Ohio 43215-3414 U.S.A.

Main: 1-800-266-4346
Fax: 614-466-5741
aging.ohio.gov

Vision: Ohio - The best place to age in the nation
Mission: Foster sound public policy, research, and initiatives that benefit older Ohioans

Recipient shall be responsible for the accuracy and completeness of all information contained within technical and financial reports submitted to ODA.

5. **Payment:** Funds awarded pursuant to this Agreement will be paid on the advance basis as indicated in **Attachment A**, to Recipient on request made in the format required by ODA. Funds may not be requested earlier than the first day of the grant period. Recipient shall use the appropriate Request for Funds (RFF) form and submit the requests pursuant to the schedule provided by ODA.

- a. Recipient understands ODA may limit subsidy payments pursuant to Ohio budgetary requirements, including limitations on available allotment amount or frequency of request. Requests not meeting the budgetary requirements may be returned for revision or updated by ODA with communication to Recipient, in the sole discretion of ODA. ODA will provide Recipient notice documenting the areas requiring revision or update and will outline the requirements necessary for payment.

If Recipient does not perform any of its obligations under this Agreement, ODA will provide Recipient with notice documenting the areas requiring remediation. Recipient shall provide ODA a written corrective action plan detailing the timeline for deficiency correction and specific steps to correct the deficiency. ODA, in its sole discretion, may delay payment pending corrective action or if Recipient fails to satisfy the corrective action plan in a timely manner.

- b. If the RFF due date falls on a Saturday, Sunday, or ODA designated holiday, the report shall be due the following business day.
- c. The completed RFF with all required Recipient signatures shall be submitted to ODA via ODAINVOICES@age.ohio.gov.
- d. Recipient shall submit a final RFF form with a trial balance for the grant period with all balance sheets and income statement accounts as backup documentation no later than October 31, 2024.

The final RFF form shall include supplemental worksheets supporting the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets shall include identification of the account codes and a detailed crosswalk to permit backup documentation to be linked to the figures on the final RFF form. Submission of this documentation does not preclude ODA from requesting Recipient to demonstrate the process used to develop the reported figures.

In the event of early termination, Recipient shall submit the final RFF within thirty (30) days after the effective date of the early termination.

- e. By accepting funds under this Agreement, Recipient agrees to comply with all applicable provisions of Section 209.30 Healthy Aging Grants of Ohio Amended Substitute House Bill 33 (135th General Assembly); the American Rescue Plan Act P.L. 117-2 (ARPA) including, but not limited to, section 9901 Coronavirus State and Local Fiscal Recovery Funds of P.L. 117-2 (March 11, 2021); 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds; and guidance issued by the U.S. Department of the Treasury regarding the foregoing, including restrictions on use that apply to each of the eligible use categories. In addition, Recipient certifies that it shall comply with all applicable requirements contained in the Terms and Conditions attached hereto and incorporated herein as **Attachment E**. Recipient acknowledges

and agrees that any funds provided under this Agreement not spent in accordance with the intent and purpose of this Agreement shall be returned in full to ODA.

- f. Recipient agrees that any disbursement of funds must be OBLIGATED or EXPENDED for eligible uses between October 1, 2023, and June 30, 2024. Recipient agrees that all funds, including any further disbursement(s) must be EXPENDED for eligible uses by September 30, 2024. All reports, documentation, and remaining funds shall be returned to ODA no later than the close of business on October 31, 2024. Recipient agrees to meet performance requirements. Recipient shall return any remaining funds if at least fifty percent (50%) of the funds is not OBLIGATED or EXPENDED by March 31, 2024, as submitted in a quarterly report filed by April 10, 2024, and subject to the discretion of ODA. Recipient acknowledges and agrees that funding under this Agreement and Recipient's use of funds provided under this Agreement is subject to recoupment by the U.S. Department of Treasury and/or ODA for Recipient's failure to use funds in strict compliance with the requirements of ARPA, U.S. Department of Treasury's regulations and guidance, and all other applicable federal, state and local laws, rules, regulations, executive orders or guidance governing the funds provided under this Agreement. The provisions of this section do not prohibit ODA from exercising any other rights or remedies available to it under federal or state law. If funds are returned to ODA, Recipient shall indicate the source and program period of those funds. Funds shall be returned by Automated Clearing House (ACH) pursuant to instructions from ODA or by check payable to the "Treasurer, State of Ohio" and mailed to the following address:

Ohio Department of Aging
Attn: Fiscal Division
30 E Broad St, 22nd Floor
Columbus, OH 43215

6. Core Assurances for this Agreement:

Recipient, as consideration for award of this Agreement from ODA, hereby agrees to all the following standard assurances and requirements:

Recipient:

- a. Shall comply with all ODA policies and procedures and all applicable local, state and federal laws, rules, regulations and executive orders governing the use of the funds awarded through this Agreement.
- b. Except as otherwise required by federal law, agrees all expenses charged or allocated to this grant shall be reasonable, allowable and allocable to this grant, as those terms are defined by the United States Office of Management and Budget (OMB) for purposes of the federal grants awarded by the United States government.¹
- c. Agrees all expenses incurred or allocated under this Agreement shall be supported by appropriate and sufficient supporting documentation, including but not limited to, worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with recipient's established procurement procedures.
- d. Shall maintain all records relating to costs and work performed, including but not limited to supporting documentation, in the same manner as required by Recipients of

¹ OMB Uniform Administrative Guidance for Federal Awards (2 CFR part 200)

the United States government,²; the American Rescue Plan Act (ARPA) P.L. 177-2 (March 11, 2021), including but not limited to section 9901 Coronavirus State and Local Fiscal Recovery Funds; U.S. Department of Treasury regulations implementing ARPA (including but not limited to 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds); and guidance regarding the eligible uses of funds. All records shall be maintained during the grant period and for five (5) years after all funds have been expended or returned to Treasury by ODA, whichever is later. Recipient shall make all records available in a timely manner for unrestricted review or audit by the State of Ohio³, the federal awarding agency, Federal Comptroller General, Federal Inspectors General, or duly authorized law enforcement officials, or any of their duly authorized representatives in accordance with 2 CFR 200.337. If a review or audit is initiated before the expiration of the retention period, Recipient shall retain all records until notified by ODA pursuant to 2 CFR 200.334 (b). Recipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records. Recipient shall comply with all applicable provisions of 2 CFR 200 Subpart F.

- e. Recipient recognizes and agrees this Agreement, and any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Such records shall be made freely available to the public unless ODA determines, pursuant to state or federal law, such materials are confidential and or otherwise exempt from disclosure. Recipient shall comply with any direction from ODA or other agency with requisite legal authority to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information if so ordered.
- f. Shall establish, maintain, and provide to ODA such statistical and/or program reports as are required by the laws, regulations, and policies of the United States government, the State of Ohio and/or ODA, and in the manner specified by ODA;
- g. Shall comply with ODA grant closeout procedures, including requirements to return excess funds or disallowed costs as part of the final RFF submission, monitoring findings or audit conducted by federal or state auditors;
- h. Shall comply with single audit requirements found at [2 CFR Part 200 Subpart F](#).
- i. Agrees neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of Recipient or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person. Recipient further agrees that neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and

² 2 CFR 200.334

³ The State of Ohio includes, but is not limited to, ODA, the Ohio Office of Budget and Management, the Ohio Auditor of State (including Independent Public Auditors working on behalf of the Ohio Auditor of State), Ohio or Federal Inspectors General or duly authorized law enforcement officials.

federal law. Recipient shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. Recipient shall adopt a written non-discrimination policy which shall be distributed to each of Recipient's providers, beneficiary, subcontractors and/or subrecipients. Recipient agrees to comply with the requirements contained in Attachment E to this Agreement. To the extent the terms contained in Attachment E conflict with the provisions of this section, the language contained in Attachment E shall prevail.

Recipient agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in Attachment E to this Agreement, and agrees to comply with and incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964, as amended, and its regulations between Recipient and Recipient's subgrantees, contractors, subcontractors, successors, transferees and assignees:

"The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 *et seq.* and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 *et seq.*, and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 *et seq.*, and the Department implementing regulations at 31 CFR part 23.

- j. Certifies Recipient understands federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. Recipient certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Recipient shall immediately disclose in writing to ODA any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless ODA determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest;
- k. Shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal

drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property;

- l. Shall notify ODA, in the event a legal action is initiated by a consumer or other third-party against Recipient and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action;
- m. Shall comply with the [Trafficking Victims Protection Act](#) in all respects;
- n. Certifies it is not subject to an "unresolved" finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and Recipient shall immediately repay any and all funds received under the Agreement;
- o. Affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;
- p. Shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of ODA. Any assignment or delegation not consented to by ODA may be deemed void;
- q. Certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;
- r. Recipient certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Recipient on the performance of the work authorized by this Agreement. Recipient agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of ODA or the State of Ohio by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from ODA or the State of Ohio to any public employee retirement system as a result of this Agreement;
- s. Recipient certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;
- t. Covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and
- u. Covenants that it has made no false statements in the process of obtaining a grant of funds. If Recipient has knowingly made a false statement to obtain a grant of funds, Recipient shall be required to return all funds to ODA immediately.

7. Federal Grant Specific Provisions

If the funding source listed in **Attachment A** is identified as federal, Recipient shall also comply with the following specific provisions:

- a. **HHS Grants Policy Statement:** To the extent applicable, based on the purpose and funds awarded under this Agreement, this Agreement is subject to the requirements of the U.S. Department of Health and Human Services ([HHS Grants Policy Statement \(HHS GPS\)](#)).
- b. **Compliance with Uniform Guidance:** Recipient shall comply with all applicable requirements contained in 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” and/or as adopted by the Federal Awarding Agency identified in Attachment A to this Agreement and all applicable appendices. This shall include but not be limited to, 2 CFR 200.337 (45 CFR 75.335) and all applicable provisions contained in Appendix II to 2 CFR Part 200 (45 CFR Part 75).
- c. **United States v. Windsor:** In the provision of services funded through this subaward, Recipient shall recognize the validity of any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes same-sex marriages, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Accordingly, Recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, or regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described in this paragraph.
- d. **SAM/UEI Requirements:** Recipient shall update and maintain its annual registration with the Federal System for Award Management (SAM), and shall ensure its SAM registration and UEI information are both current, throughout the term of this Agreement.
- e. **Salary Limitations:** Any applicable statutory or regulatory requirements, including 2 CFR Part 200 (45 CFR Part 75), directly apply to this Agreement apart from any coverage in the HHS GPS. Recipient shall not use funds awarded through this Agreement to pay the salary of an individual at a rate in excess of Executive Level II.
- f. **Gun Control:** None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- g. **Restriction on Distribution of Sterile Needles:** No funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- h. **Blocking Access to Pornography:** None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this paragraph shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- i. **Never Contract with the Enemy:** Recipients receiving funds covered by 2 CFR Part 183 shall comply with all applicable requirements of 2 CFR part 183 and hereby certify they will not directly or indirectly provide funds (including goods and services) received under a covered grant to restricted or prohibited persons or entities and have exercised due diligence to ensure no funds (including goods and services) received under a covered grant will be provided directly or indirectly to restricted persons or entities. Recipients of covered funds shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VII of the NDAA for FY 2015, unless the federal awarding agency provides written approval to continue the subaward or contract. ODA may terminate or void this Agreement, in whole or in part, if it or the federal awarding agency becomes aware that Recipient failed to exercise due diligence as required by 2 CFR Part 183; or if ODA or the federal awarding agency becomes aware that any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the United States Armed Forces are actively engaged in hostilities. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement.
- j. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Recipient shall comply with all applicable requirements contained in 2 CFR 200.216 regarding obligation or expenditure of funds appropriated under this Agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as defined by 2 CFR 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- k. **Domestic Preference for Procurement:** To the extent consistent with law, Recipient shall, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States as defined by 2 CFR 200.322. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement. Recipient shall comply with all applicable requirements contained in 2 CFR 200.322.
- l. **Statutory and National Policy Requirements:** Recipient shall ensure that all grant funds received under this Agreement are expended and associated programs are implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to: those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination in compliance with the requirements of 2 CFR 200.300.
- m. **Change in Key Personnel:** Recipient shall comply with 2 CFR 200.308, which requires recipients of federal funds to request approval from the grantor for a number of changes related to the grant, including a change in key personnel identified in the application for federal funds or in the grant award. Change in key personnel includes replacement or change in status, such as an absence for any continuous period of three (3) months or more, or reduction of time devoted to the project by twenty-five (25) percent or more from the level in the approved application.
- n. **Lobbying:** Recipient is subject to the restrictions on lobbying set forth in 31 USC 1352 and 31 CFR Part 21. By signing this Agreement, Recipient certifies, to the best of its knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. Recipient shall require that the language of this section be included in the award documents for all lower-tiered subgrant agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all lower-tiered subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which reliance was placed when this Agreement was entered into by ODA. This certification is a prerequisite for making or entering into this Agreement and is imposed by 31 USC 1352 and 31 CFR Part 21. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- o. **Rights to Inventions:** If this agreement meets the definition of "funding agreement" under 37 CFR 401.2(a) for the performance of experimental, developmental or research work and Subrecipient is a small business firm or nonprofit organization, Recipient shall comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Federal Agency identified as the Federal Awarding Agency in Attachment A.
- p. **Stevens Amendment:** Recipient shall comply with the Stevens amendment in all respects and shall include the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other supported publications and forums describing projects or programs funded in whole or in part with funding provided under this Agreement: "This project [is being] [was] supported, in whole or in part, by federal award number awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury. The Governor and General Assembly further approved the use of these funds for Healthy Aging Grants through H.B. 33."

8. **Miscellaneous Provisions:**

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including matters of validity, construction, effect, and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Franklin County Ohio, and Recipient hereby irrevocably consents to such jurisdiction.

- b. **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed on in writing and signed by both Parties, or unless otherwise required by law.
- c. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- d. **Attachments:** All Attachments and Exhibits referenced herein are hereby incorporated into this Agreement.
- e. **Binding Effect:** Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding on and inure to the benefit of the respective successors and assigns of ODA and Recipient.
- f. **Debarment:** By signing this Agreement, Recipient certifies and warrants to ODA that, to the best of Recipient's knowledge and belief, Recipient and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency and are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) "Debarment and Suspension";
 - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (2) of this certification; and
 - iv. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If this certification and warranty is found to be false, this Agreement is void *ab initio*, and Recipient shall immediately repay any funds paid under this Agreement.

- g. **Executive Orders:** Recipient affirms, understands, and will abide by the requirements of [Executive Order 2019-12D](#) and [Executive Order 2022-02D](#) regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in **Attachment B**.

- h. **Confidentiality of Information:** Recipient shall not use any information, systems, or records made available to Recipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, Recipient specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by Recipient for the work under this Agreement. Recipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. Recipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, Recipient agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), Recipient shall adhere to [the NIST Cybersecurity Framework](#) to help ensure the security of any system used or developed by Recipient. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), Recipient shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

- i. **Whistleblower Provisions:** The terms of 48 CFR 3.908 apply to this Agreement. Recipient shall not discharge, demote, discipline or otherwise discriminate against any employee of Recipient as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of ODA or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the Recipient and its staff. Recipient shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.
- j. **Records:** ODA and Recipient agree compliance to submit program and financial information is critical to this Agreement. Therefore, Recipient shall provide such information as requested by ODA within ten (10) business days of receipt of ODA's request and that failure of the Recipient to comply with this provision could result in immediate suspension of payments or termination of this Agreement by ODA. ODA and Recipient agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.
- k. **Environmental:** Recipient shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and

regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). Recipient shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

- l. **EEO:** Recipient shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.
- m. **ADA:** Recipient shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).
- n. **Force Majeure:** Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term “force majeure event” includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- ii. Provide detailed information of the force majeure event; and,
- iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

9. Termination:

- a. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice of termination. ODA shall not be liable for any withdrawal close-out costs that are borne by Recipient. Recipient shall have thirty (30) days to return all unused grant funds.
- b. ODA may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or on discovery of noncompliance with any term of this agreement or any federal or state law, rule, executive order, or regulation governing the work to be performed by Recipient under this Agreement, including failure to effectuate the program goals or agency priorities, as determined by ODA or the federal awarding agency, pursuant to 2 CFR 200.340. In the event of termination pursuant to this paragraph, ODA shall send a written notice of termination specifying the reason for the termination to Recipient as soon as possible after ODA becomes aware of the need for termination. Recipient’s breach or violation of the

terms of this agreement may result in imposition of administrative, contractual or legal remedies, including sanctions and penalties as appropriate and/or provided by law.

- c. A failure on the part of ODA to insist on strict performance, to seek a remedy of any one of the terms and conditions of this Agreement, or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute, nor be construed as, a waiver or relinquishment for the future of such term, condition right, remedy, or election. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate, cumulative rights or remedies that either party may have at law, in equity, or otherwise.
- d. The notice required to be given under subparagraphs a. or b. of this section shall either be hand delivered, or sent by the United States Certified Mail, return receipt requested, postage prepaid, and addressed as follows:
 - i. If to ODA: Ohio Department of Aging
Attention: Chief Fiscal Officer
30 E. Broad Street, 22nd Floor
Columbus, Ohio 43215-3414
 - ii. If to Recipient: Belmont County Board of Commissioners
101 West Main Street
Saint Clairsville, OH 43950

10. **Amendment:** This Agreement may be amended, provided that any such amendment is in writing and signed by both Parties. It is agreed, however, that any amendment to the laws, rules, regulations, or policies cited or referenced herein will result in a correlative modification of this Agreement, without the necessity for executing a written amendment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below:

	10-25-23		
J.P. Dutton, President	Date	Ursel J. McElroy, Director	Date
Belmont County Board of Commissioners		Ohio Department of Aging	

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Dutton said these are federal dollars through the COVID pandemic. The Commissioners have met with SSOBC Executive Director Lisa Kazmirski to discuss possible uses of the funds. He noted there are ten senior centers in Belmont County.

IN THE MATTER OF APPROVING THE AGREEMENT WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP/WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the agreement with Great Lakes Community Action Partnership, on behalf of the Belmont County Water and Sewer District, in the not to exceed amount of \$9,050.00, to complete an environmental report required by the USEPA for the Blaine Hill Gravity Force Main project, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

Note: The cost will be paid out of the District's Sewer Capital Improvement N14 Fund with reimbursement expected through grant funding.



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this OCT. 25, 2023, between Belmont County ("Client"), with a principal place of business at P.O. Box 457, St. Clairsville, OH 43950 and Great Lakes Community Action Partnership ("Contractor"), of 127 South Front Street, Fremont, Ohio 43420.

ARTICLE I - TERM OF CONTRACT

This Agreement will become effective November 1, 2023 and will continue in effect through May 1, 2024 unless terminated sooner as provided in Article VI of this Agreement.

ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Specific Services. Contractor agrees to perform the services specified in the "Scope of Services" **attached as Exhibit "A" to this Agreement** and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
3. Method of Performing Services. Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

ARTICLE III - COMPENSATION

4. Compensation. Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

ARTICLE IV - OBLIGATIONS OF CONTRACTOR

5. Minimum Amount of Service. Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
6. Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
7. Waiver of Claims. The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor's personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client's gross negligence or willful misconduct.
8. Assignment by Contractor. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

ARTICLE V - OBLIGATIONS OF CLIENT

9. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
10. Assignment by Client. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client's duties hereunder without the prior written consent of Contractor.

ARTICLE VI - TERMINATION OF AGREEMENT

11. Termination on Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
12. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:
- A. Death, Total Incapacity or Dissolution of Contractor;
 - B. Assignment of this Agreement by either party without the consent of the other party;
 - C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
 - D. Contractor damages or misappropriates the Client's property or funds.
13. Termination by Client for Default of Contractor. If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.
14. Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.
15. Termination for Failure to Make Payments. If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days after notice from Contractor that payment is overdue.

ARTICLE VII - GENERAL PROVISIONS

16. Notifications. Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed and emailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally or by email will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

Contractor:	Client:
Great Lakes Community Action Partnership	Belmont County
PO Box 590	P.O. Box 457
127 South Front Street	St. Clairsville, OH 43950
Fremont, Ohio 43420	Email: becca.hughes@belmontcountywater.com

Each party may change its address for purposes of this section by giving written notice in the manner provided above.

17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.
18. Equal Employment Opportunity. Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.
19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.

20. Waiver of Breach. The waiver by either Client or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Client or Contractor.
21. Payment of Monies Due Deceased Contractor. If Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representatives, successors, or assigns.
22. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction.
23. Relationship of Parties. The parties intend that Contractor shall be an independent contractor for Client under this Agreement. Since Client is interested only in the results to be achieved, Contractor shall have full discretion in the management of his operations and the performance of his obligations hereunder. Contractor is not to be considered an agent or employee of Client for any purpose, and Contractor acknowledges that nothing contained in this Agreement shall be deemed or construed to create an employment, partnership or joint venture relationship or any association or relationship other than that of an independent contractor. Contractor shall be responsible for all federal, state and local taxes, including any employment taxes and Workers' Compensation or unemployment compensation costs, associated with his services.
24. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
25. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
26. Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement at Fremont, Ohio as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Great Lakes Community Action Partnership

By: Kristin Woodall
Kristin Woodall
Director, Community Development
Date: 2023-10-09

Belmont County

By: J.P. Dutton
J.P. Dutton
President, Board of Commissioners
Date: OCT. 25, 2023

Contact Email: becca.hughes@belmontcountywater.com

APPROVED AS TO FORM:

Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Dutton said this is a great project. It deals with the sewer that leaves the mall area. He thanked Senator Johnson for the funding and the Water and Sewer staff for getting additional funding for the project.

OPEN PUBLIC FORUM-Ashley Barto, Flushing, stated she has noticed changes at the shelter which includes unlocking the doors and more marketing of the animals. She said one dog received seven applications for adoption and all were denied. The dog is now with the Road Home Animal Project. Ms. Barto also questioned a dog that was reported as adopted by the shelter, but she believed the dog was not picked up until later and died. Mr. Dutton said they would check into it. Ms. Barto said she has obtained vet records and they were not lining up with what they were told. Mr. Dutton said, "I've seen some of the stuff on social media directed toward staff at the shelter, I don't think personally is appropriate." Ms. Barto said she has been threatened on social media. Mr. Dutton said there is currently 70 dogs at the shelter which is double the capacity. They are trying to be accommodating as much as possible. Ms. Barto doesn't feel the shelter page is kept up properly. Mr. Dutton said that oversight has been corrected. Mr. Dutton said it was brought up at a prior meeting that, per the adoption application, an applicant could be denied if they didn't have a fenced in yard. He said the question is on the application, but that was not a reason for denial. Mr. Dutton

said other non-profits have similar stipulations. Mr. Dutton said they appreciate the donations and the efforts to get the animals adopted. He said the shelter does market the animals. Recently there was an online event with Jordan’s Way and some of the dogs and cats were brought to the Courthouse Plaza on Food Truck Friday. Mr. Dutton said everyone knows the shelter is in existence and the animals need adopted. Sandy Lewis, Shadyside, asked if a dog was sponsored why was it euthanized. Mr. Dutton said the sponsorship is moved on to another dog. He said, “We are doing our best to keep the shelter open. When the weather turns cold if there is a starving dog, it could be taken in by the shelter. If we close it because of population, that dog does not get a chance.” Mr. Dutton said they are considered a no-kill shelter since less than 10% of the dogs are euthanized. He added all euthanizations are on their record, even if that dog has not been at the shelter. If the shelter goes on a call to someone’s home and the animal is suffering they do what is needed to help that animal, that euthanization would be on the shelter’s record. Mr. Dutton said more organizations are needed to help.

9:45 Subdivision Hearing-Mueller Lane (Private Road)

Present: Andy Hadzima, Drafting Technician II, Engineer’s Department. Mr. Hadzima reviewed maps of the area. Multiple family members own the parcels and need to dedicate the road to create a private drive so when they are ready to subdivide property it will be done. If this road is turned over to a public road a cul-de-sac would need to be put in.

IN THE MATTER OF FINAL PLAT APPROVAL
FOR MUELLER LANE (PRIVATE)
GOSHEN TOWNSHIP, SEC. 24, T-7, R-5

“FINAL PLAT APPROVAL”
O.R.C. 711.05

Motion made by Mr. Dutton to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for Mueller Lane (Private), Goshen Township, Sec. 24, T-7, R-5, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Echemann seconded the motion and upon roll call the vote was as follows:

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

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of October 25, 2023, as recorded in Volume 108 of the County Commissioners’ Journal.

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk

cc: Engineer
Township F.O.
Health Dept.

Upon roll call the vote was as follows:

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

RECESS

10:01 Bid Opening-Engineer’s Project 23-6 BEL-CR10-22.09 Superstructure Replacement

Mr. Dutton noted all bids were received by 10:00 a.m.

IN THE MATTER OF BID OPENING FOR ENGINEER’S
PROJECT 23-6 BEL-CR10-22.09 SUPERSTRUCTURE REPLACEMENT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-6 BEL-CR10-22.09 Superstructure Replacement; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
OH-WV Excavating P.O. Box 128 Powhatan, Point, OH 43942	X	\$1,897,155.75
Marucci & Gaffney Excavating 18 Hogue Street Youngstown, OH 44502	X	\$1,883,416.04
Shelly & Sands P.O. Box 66 Rayland, OH 43943	X	\$1,633,090.18

Engineers Estimate: \$1,844,991.00

Present: Belmont County Engineer Terry Lively

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 23-6 BEL-CR10-22.09 Superstructure Replacement** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:34 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:11 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:11 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
------------	-----

Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said there is are two motions to be considered at this time as a result of executive session.

**IN THE MATTER OF ACCEPTING RESIGNATION OF
CALIESYN BRUDZINSKI, FULL-TIME DISPATCHER/911**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Caliesyn Brudzinski, full-time dispatcher at Belmont County 911 Center, effective October 19, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF
TYLER LOVEY, FULL-TIME DISPATCHER/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Tyler Lovey, full-time dispatcher at Belmont County 911 Center, effective November 2, 2023.

Upon roll call the vote was as follows:

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

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk
2024 budget requests were reviewed.

CORONER-Present: Dr. Amanda Fisher
\$357,788.00 requested for 2024. Dr. Fisher said the overdose cases have increased, some of the other cases are down some. She put an increase in for other expenses to cover the cost of a new truck with a lift system. The estimated cost of a new truck is \$60,000-\$70,000. The lift system is approximately \$55,000. Dr. Fisher would like to add a PRN to the staff.

RECESS

ANIMAL SHELTER-Dog Warden Lisa Duvall
\$208,180.00 requested for 2024 for the General Fund. Ms. Duvall said the vet bills are increasing. They are still down one part-time kennel staff. She said it has helped since the part-time receptionist has been hired. Ms. Duvall fills in for all positions when needed. The shelter gives out food to the public if the animal’s owner is not financially able to take care of them. A vehicle for transports was requested.

RECESS

ENGINEER: Present: County Engineer Terry Lively
\$408,631.00 requested for 2024. \$40,000.00 is requested for the GIS Department. Wage increases are in next year’s budget request. Estimates received in the amount of \$46,000 for office remodel.

RECESS

Reconvened Thursday, October 26, 2023 at 10:09 a.m. with Commissioners Dutton and Meyer present. Absent: Commissioner Echemann.

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk
2024 budget requests were reviewed.

PROBATE/JUVENILE-Present: Judge Al Davies, Jennifer Shunk, Court Administrator, D.J. Watson, Sargus Director and Lisa Rine, Sargus Financial Officer.
\$776,213.00 requested for Juvenile Division and \$198,992.00 requested for Probate for 2024. An additional \$35,000 is requested to cover 5% increase in salaries for 2024. Mr. Dutton explained they are considering creating a special revenue fund to cover employee payouts due to retirements and resignations.

SARGUS-Present: Judge Al Davies, Jennifer Shunk, Court Administrator, D.J. Watson, Sargus Director and Lisa Rine, Sargus Financial Officer.
\$1,127,000.00 will be given to Sargus out of the General Fund for 2024. Mr. Watson said there should be enough funds in the salary line, even with the increases, till the end of the year if the money due from billings comes in. He said medical and food costs are increasing. Mr. Watson said the placement numbers at Future Stories fluctuate, the placement numbers at Sargus stays consistent. He said a generator could be used at Future Stories for when the power goes out. Mr. Dutton said the Building and Grounds Department has some generators that could possibly be used. Bathroom upgrades are needed at Sargus, the estimated cost is \$175,000 per bathroom. Will move forward with the bidding process for one bathroom and possibly apply for the Capital Bill for the other one next year.

RECESS

BOARD OF ELECTIONS-Present: Aaron Moore, Director and Kamron Chervenak, Deputy Director
\$1,390,500.00 requested for 2024. Mr. Dutton explained they are considering creating a special revenue fund to cover employee payouts due to retirements and resignations. Mr. Moore said there was a slight increase in next year’s budget due to more poll workers and supplies being needed since there will be a presidential election. If security upgrades are needed they will receive a grant to cover the costs.

RECESS

Reconvened at 12:34 p.m. for additional motions to be considered.

**IN THE MATTER OF APPROVING DAVID CAMPBELL,
FULL-TIME ASSISTANT DOG WARDEN TO
TAKE UNPAID PERSONAL LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve David Campbell, full-time Assistant Dog Warden, to take unpaid personal leave October 25, 2023 through October 29, 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
------------	-----

Mr. Meyer	Yes
Mr. Echemann	Absent

IN THE MATTER OF RESCINDING MOTION OF OCTOBER 4, 2023
AWARDING BID FOR FORMER COUNTY HOME & WATER SANITATION
BUILDING ASBESTOS ABATEMENT PROJECT TO RECLAIM COMPANY, LLC

Motion made by Mr. Dutton, seconded by Mr. Meyer to rescind the motion made on October 4, 2023 awarding the bid for the Former County Home & Water Sanitation Building Asbestos Abatement project to low bidder Reclaim Company, LLC, in the amount of \$20,000.00, based upon the recommendation of Vic Greco, Mills Group, Project Architect.
Note: Reclaim indicated they misunderstood the request to bids by assuming the haz mat abatement bid was to be in conjunction with the demolition project and withdrew their bid. Green City who was the second lowest bid at \$36,400.00 withdrew their bid for the same reason.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID AND ENTERING INTO
AGREEMENT WITH RAZE INTERNATIONAL FOR ASBESTOS ABATEMENT
AT THE FORMER BELMONT COUNTY HOME AND WATER SANITATION BUILDING

Motion made by Mr. Dutton, seconded by Mr. Meyer to award the bid and enter into agreement with Raze International, in the amount of \$51,800.00 for complete asbestos abatement/disposal work at the properties located at the former Belmont County Home and Water Sanitation building.

ASBESTOS ABATEMENT CONTRACT

This Agreement, made this 25th day of October 2023 by and between Raze International, Inc. hereinafter called the “Contractor” and the Belmont County Commissioners hereinafter called the “BCC” for the consideration stated herein mutually as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all work in an efficient and workmanlike manner, as follows:

Description of Work

Complete asbestos abatement / disposal work at properties located at **Former Belmont County Home and Water Sanitation Building, St. Clairsville, Ohio**; all in strict accordance with the local, state, and federal regulations. Work is only permitted to take place during the regular business hours of the BCC unless other hours of operation are permitted by approved change order.

2. THE CONTRACT PRICE

The BCC will pay the Contractor for performance of the Contract, in current funds, the sum of \$51,800.00. The Contractor will bill the following costs based on the bid submitted per property.

The BCC before making payment, will require the Contractor performing the work to furnish the 10 Day Notification to Ohio Environmental Protection Agency (EPA) prior to work being started, all EPA waste shipment records, and releases of liens and/or receipts from any or all persons performing work and supplying material or services to the Contractor, for work under supplying material or services to the Contractor, for work under this Contract, if this is necessary to protect its interests.

3. SUBCONTRACTING/ASSIGNMENT

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract. Likewise, assignment of this contract in whole or part is prohibited.

4. PERMITS AND CODES

The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, and codes of the Federal, State and Local Government and shall at his/her own expense, secure and pay the fees or charges for all permits required for the performance of the Contracted Work.

5. CARE OF WORK

The Contractor shall be responsible for all damages to persons or property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the BCC. In the event damages are alleged to have occurred to adjacent property as a result of the Contractor's work and the Contractor cannot settle the matter informally with the adjacent property owner, the BCC reserves the right to either delay payment to the Contractor until the dispute is resolved or deduct from the amount owed under this contract, the amount necessary to correct such damages.

6. VACATING OF BUILDINGS

The structure(s) identified in the contract documents were vacant at the time of bidding. In the event the Contractor finds that any structure is not vacant, the Contractor shall immediately notify the BCC and shall not begin work until further directed by the BCC. No claim of extension of time or increased price will be considered because of occupancy of buildings. In case such occupancy is prolonged, the BCC reserves the right to terminate the contract. The Contractor shall inspect all buildings and structures to determine they are vacant prior to beginning work.

7. CHANGES IN WORK

- a. The BCC may make changes in the work required to be performed by the Contractor by making additions thereto, by omitting work there from, or by changing requirements from those specified without invalidating this Contract and without relieving or releasing the Contractor from any of his/her obligations under this Contract. All such work shall be executed under the terms of the original contract unless it is expressly provided for otherwise by change order.
- b. Except for the purpose of affording protection against an emergency endangering life or property, the Contractor shall make no change in scope of work, provide any extra or additional work, or supply additional labor, services, or materials beyond that actually required for the execution of this Contract unless in pursuance of a written change order from the BCC authorizing the change. No claims for an adjustment of the contract price will be valid unless so ordered.
- c. Each change order shall include in its final form, a description of the change in the work, the Contractor's definite statement as to the resulting change in the Contract price and/or time, and the statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the change order.
- d. Any request for a change order, either by the BCC or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the BCC and signed by the BCC and Contractor. All change orders shall be made using forms provided by the BCC. Any agreements not signed as heretofore indicated shall be considered null and void. Unless otherwise specified, any change order resulting in an increase in cost shall be the responsibility of the BCC.

8. ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precaution at all times for the protection of persons or property, either on or off the site, which occur as a result of his performance of work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken, such additional safety and health measures as the BCC may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention for Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b. The Contractor shall maintain an accurate record of all cases of deaths, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the BCC with reports concerning these matters.

9. INDEMNIFICATION OF BCC

The Contractor shall indemnify and save harmless the BCC from liability for any injury or damages to persons or property resulting from his performance of work under the contract.

10. INSURANCE

- A The Contractor shall, during the performance of the Work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Owner.

Worker's Compensation - Statutory requirements at the locations of work and in accordance with the Consultant's established program for employees.

Employer's Liability: - \$1,000,000 Bodily Injury by Accident (Each occurrence)
 - \$1,000,000 Bodily Injury by Disease (Policy Limit)
 - \$1,000,000 Bodily Injury by Disease (Each Person)

Comprehensive General Liability: - \$1,000,000/per occurrence; \$2,000,000/general aggregate

Automotive: - \$1,000,000 Combined / Single Limit per accident

Umbrella Liability: - \$2,000,000/aggregate

Pollution Liability: - \$2,000,000/Combined Single Limit

11. INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

No officer, employee, or member of the governing body of the BCC who exercises any functions or responsibilities in connection with the conducting of this project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

12. ORGANIZATIONAL CONFLICT OF INTEREST

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a prospective contractor's organizational, financial, contractual, or other interests are such that:
 - 1. award of this Contract may result in an unfair competitive advantage.
 - 2. the Contractor's objectivity in performing the contract work may be impaired; or
 - 3. the Contractor has disclosed all relevant information and requested the BCC to make a determination with respect to this Contract.
- b. The Contractor agrees that if after award he/she discovers an organizational conflict of interest with respect to this Contract, he/she shall make an immediate and full disclosure in writing to the BCC which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The BCC may, however, terminate this Contract for the convenience of the BCC if it would be in the best interest of the BCC.
- c. In the event the Contractor was aware of an organizational conflict of interest prior to the award of this Contract and intentionally did not disclose the conflict to the BCC, the BCC may terminate the Contract for default.
- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BCC and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance of work under this Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

Contractor certifies that it has adopted an Equal Employment Opportunity policy and it is in full compliance with applicable federal, state, and local laws, rules, and regulations in the area of non-discrimination in employment.

14. MINORITY HIRING GOAL

Contractor shall make good faith effort to employ minority persons in the completion of the project. Contractor shall goal for minority participation is 5.5%.

15. DRUG-FREE WORKPLACE

Contractor certifies that it has enrolled in and has implemented an Ohio Bureau of Workman's Compensation drug-free program, either Drug-Free Safety Program or has adopted and implemented a comparable program.

16. INSPECTION BY BCC

The BCC shall have the right to inspect the work at all times and at the completion thereof.

17. PAYMENT

An invoice for payment shall be submitted only after all work under this project is complete and the BCC has inspected and approved the condition of the work site. The following shall accompany the invoice for payment:

- a. receipts from the State-approved disposal site where debris under this Contract was taken by the Contractor for disposal; and
- b. certification of lien releases and waiver of claim from subcontractors and/or suppliers.

Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made.

18. TIME FOR COMPLETION

The work, which the Contractor is required to perform under this Contract, shall be fully 100 percent completed within thirty (30) consecutive calendar days following execution of this contract. No extension of time shall be granted, or excusable delays permitted for any reason whatsoever unless by approved change order. Liquidated damages in the amount of \$50.00 per day for each calendar day beyond thirty (30) days shall be deducted from the contract amount. The BCC shall not be obligated to notify the contractor in advance when liquidated damages begin to accrue.

Event	Date(s)
Advertise for Bidders	August 29 & September 5, 2023
Mandatory Pre-Bid Meeting	September 13, 2023, at 11:00 A.M.
Questions Submission Deadline	September 15, 2023, by 5:00 P.M.
Bid Due Date	September 27, 2023, at 10:00 A.M.
Bid Opening	September 27, 2023, at 10:00 A.M.
Bid Evaluation/Recommendation	September 28 – October 3, 2023
Contract Award	October 11, 2023
Notice to Proceed	TBD
Completion of Contract	NTP + 30 days

19. EXCUSABLE DELAYS

The contractor shall not be charged with liquidated damages for any delays in the completion of work due:

- a. To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. To any acts of the BCC.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
- d. To any delay of a subcontractor occasioned by any of the causes specified in subparagraph a., b., and c. above. Provided, however, that the contractor promptly (within 10 days) notifies the BCC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the BCC shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

20. **STATE PREVAILING WAGE RATE**

The Contractor shall comply with State Prevailing Wage Rates and Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborer employed in construction work financed with grant funds.

21. **TERMINATION OF CONTRACT**

The BCC may terminate this Contract at any time for cause or convenience by giving written notice of such to the Contractor 10 days in advance of such termination as follows:

a. **Termination of Clause**

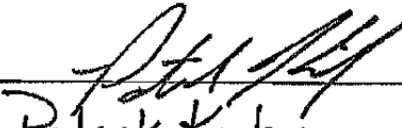
If the Contractor should breach this Contract or fail to perform the services required by the Contract, the BCC may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the BCC, the Contract may be terminated by the BCC at any time thereafter upon written notice to the Contractor or, in the alternative, the BCC may give such extension of time to remedy the breach as the BCC determines to be in its best interest. The BCC's forbearance by not terminating the Contract for a breach of contract shall not constitute a waiver of the BCC's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the Contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the BCC for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

b. **Termination of Convenience**

The contract may be terminated by the BCC in whole or in part for the convenience of the BCC without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work; including, but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the Contract is terminated in whole or in part for the convenience of the BCC, the Contractor shall be entitled only to payment for work done prior to the notice of termination and thereafter shall be entitled to payment for work, if any, not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

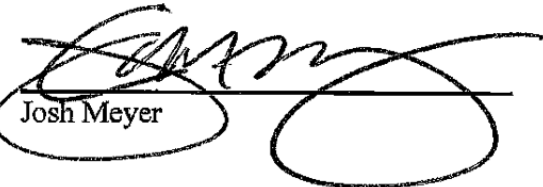
CONTRACTOR:

By: 
Title: Vice President

BELMONT COUNTY COMMISSIONERS

By: 
J. P. Dutton

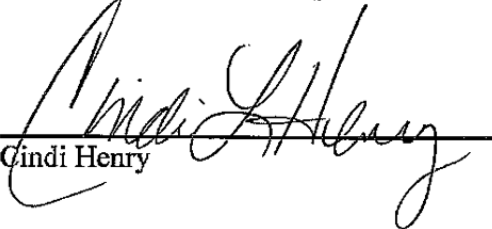
By: _____
Jerry Echemann

By: 
Josh Meyer

CERTIFICATE OF OWNER'S ATTORNEY

By: _____
Jacob Manning

CERTIFICATE OF FUND AVAILABILITY

By: 
Cindi Henry

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 18, 2023.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Monday, October 30, 2023, at 9:11 with Commissioners Dutton and Echemann present.

BUDGET HEARING-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk
2024 budget requests were reviewed.

JAIL NURSES-Present: Darcie Glover-Giordano, Head RN
\$572,500.00 requested for 2024. The copy machine will need to be replaced next year. The machine is leased through MOS. They are still short staffed. 10 hours a day is spent on just dealing with getting medications ready. The majority of the inmates are on psychiatric medicines. The jail pays for the medications unless the inmate has insurance. She suggested hiring a medical tech or pharmacy tech to take care of the medications, they can also do filing, etc. The nurse coverage is until midnight, but will be moving back to 24/7 coverage once a new nurse is hired.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:44 A.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:44 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of November, 2023.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Commissioner Josh Meyer – Absent

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

J. P. Dutton /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK