

St. Clairsville, Ohio

December 13, 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 his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,733,667.24

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B03.010 Supplies	\$2,000.00
E-0121-A006-B08.000 Travel	E-0121-A006-B03.010 Supplies	\$356.04
E-0170-A006-G02.002 Salaries	E-0170-A006-G05.011 Contract Services	\$2,000.00

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:

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$57,500.00

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

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$116,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 13, 2023 meeting date:

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$11,444.82
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L01 SOIL CONSERVATION

E-1810-L001-L01.002	Salaries	\$379.50
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$10,000.00
E-0910-S033-S47.006	Hospitalization	\$5,000.00

S71 HEALTHY AGING GRANT/SSOBC

E-5006-S071-S07.000	Other Expenses	\$157,309.00
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T01 HELP AMERICA VOTE ACT/BOARD OF ELECTIONS

E-9701-T001-T03.012	Equipment	\$7,793.92
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
HOSPITALIZATION CHARGEBACKS FOR NOVEMBER AND DECEMBER 2023

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

Hospitalization Chargebacks for the months of November and December 2023

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	16,336.32
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	40,309.44

E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	1,302.32
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	1,302.32
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,432.92
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	12,903.40
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	170,649.54
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	179,345.28
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	63,214.68
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	98,011.92
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,128.60
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	41,678.98
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	68,340.10
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	12,679.32
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	2,001.80
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	5,043.97
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	246.54
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,090.53
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	3,366.36
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	425.28
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	2,236.72
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	1,322.22
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	4,281.03
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	1,472.31
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	684.70
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	12.36
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	6,865.84
TOTALS			875,086.20

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 2024 WORKERS’ COMPENSATION CHARGEBACKS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for 2024 Workers’ Compensation Chargebacks.

2024 WORKERS' COMPENSATION (BASED ON 2023 ESTIMATED PAYROLL)

ACCOUNT NAME	TRANSFER FROM ACCOUNT NUMBER	TRANSFER TO ACCOUNT NUMBER	2023 DEC Payment RATE X 0.007249
<u>GENERAL FUND</u>			
	Rate 9.6077		
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$1,098.00
	Rate: 0.007249		
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$96,313.66
UNDIVIDED ESTATE TAX	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$14.50
		TOTAL GENERAL FUND	\$96,328.16
OTHER AGENCIES			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,260.16
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	33,703.97
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	5,051.39
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	2,365.72
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	1,975.54
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	9,451.16
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,103.81
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	1,036.30
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	198.63
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	1,149.65
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	8,081.57
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	2,609.63
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	24,701.18
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	14,288.03
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	1,898.27
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	10.38
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	362.56
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	775.46
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	387.23
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	299.84
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	367.79
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	54.54
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	5,920.65
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	309.03
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	442.85
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	1,216.07
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	181.23
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	641.79
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	254.85
	WATER DEPARTMENT		
WATER WORKS FUNDS	E-3702-P005-P30.004	R-9899-Y089-Y04.574	12,302.21

SANITARY SEWER FUNDS	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	2,720.30
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	644.30
PLACEMENT TITLE IV	E-0400-M064-M03.004	R-9899-Y089-Y04.574	350.92
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	1,520.85
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,324.34
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	14.52
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	424.61
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	133.05
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	400.83
PH EMERGENCY READINESS	E-2238-F090-F01.002	R-9899-Y089-Y04.574	330.47
COVID 19 EO	E-2239-F091-F01.002	R-9899-Y089-Y04.574	344.25
COVID 19 CN	E-2240-F092-F01.002	R-9899-Y089-Y04.574	332.10
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	299.04
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	344.80
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	425.58
GET VACCINATED	E-2236-F088-F01.002	R09899-Y089-Y04.574	86.16
INTEGRATED NALOXONE ACCESS/INFRAST	E-2237-F089-F01.002	R-9899-Y089-Y04.574	51.54
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	906.14
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	59.58
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	17.97
TOTAL			242,559.00
PWRE RATE (X 0.001966)			
PUBLIC WORKS RELIEF EMPLOYEES	E-2510-H000-H08.004	R-9899-Y089-Y04.574	276.00
Upon roll call the vote was as follows:			
Mr. Dutton		Yes	
Mr. Echemann		Yes	
Mr. Meyer		Yes	

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated December 13, 2023, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
DJFS-Jeff Felton to Columbus, OH, on December 20, 2023, to attend the state meeting. Estimated expenses: \$150.00.
SSOBC-Bethesda Senior Center employees to Cambridge, OH, on January 4, 2024, for a senior outing to Theo’s Restaurant. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 6, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement: The Belmont County Board of Commissioners are accepting applications for the Belmont County Transportation Improvement District (TID) Board. Applications will be accepted through December 15, 2023. Interested parties may stop in or contact the Commissioners' office at 740-699-2155 to request an application.

Mr. Dutton said the TID Board is a county board that works on transportation projects sort of outside of the County Engineer's office. The projects are usually from an economic development stand point, but they can also be safety improvement projects. The current project the board is working on is the reconfiguration of the four-way stop intersection in Bethesda.

**IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING BETWEEN
BELMONT COUNTY BOARD OF COMMISSIONERS AND UTILITY WORKERS UNION OF AMERICA
RE: SPECIAL ONE-TIME ADDITIONAL CASH-OUT FOR RICHARD MALESKI**


Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Memorandum of Understanding between Belmont County Board of Commissioners and Utility Workers Union Of America regarding acknowledging a special one-time additional vacation cash-out, non-precedent setting for Richard Maleski.

MEMORANDUM OF UNDERSTANDING
between
BELMONT COUNTY BOARD OF COMMISSIONERS
and
UTILITY WORKERS UNION OF AMERICA
Acknowledging A Special One-Time Additional Vacation Cash-Out, Non-Precedent Setting

The Belmont County Board of Commissioners (hereinafter referred to as "the Employer") and the Utility Workers Union of America (hereinafter referred to as "the Union") hereby agree to the following Memorandum of Understanding ("MOU").

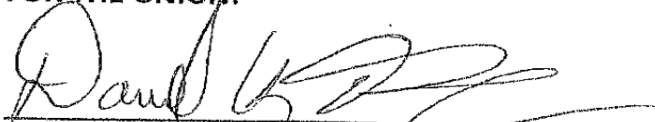
The Employer agrees to cash out an additional twenty (20) hours of vacation for employee, Richard Maleski, for calendar year 2023 only. This MOU shall not replace or modify any language in Article 24 of the Agreement and shall cease to have force and effect upon the payment to, Richard Maleski. The Union agrees that this MOU shall not be used in any subsequent actions, including but not limited to grievances and negotiations.

FOR THE EMPLOYER:


Kelly Porter, Director

12/15/23
Date

FOR THE UNION:


Union Representative

12-4-23
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING WILBERT SATTLER
AS A FULL-TIME DISPATCHER/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Wilbert Sattler as a full-time Dispatcher at Belmont County 911, effective December 18, 2023.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING NICHOLAS HOWELL AS FULL-TIME HOUSEKEEPING/MAINTENANCE AT BUILDING AND GROUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Nicholas Howell as full-time Housekeeping/Maintenance at Belmont County Building and Grounds, effective December 18, 2023.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING CHRISTOPHER ALBAUGH AS A FULL-TIME FLEET & ROUTE MANAGER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Christopher Albaugh as a full-time Fleet & Route Manager at Senior Services of Belmont County, effective December 18, 2023.

Note: This is a new position.

Upon roll call the vote was as follows:

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

Mr. Dutton said this position replaces the prior Transportation Director position.

IN THE MATTER OF REAPPOINTMENT TO THE BELMONT COUNTY LAW LIBRARY RESOURCE BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Michael McCormick to the Belmont County Law Library Resource Board for a five-year term, beginning January 1, 2024 and ending December 31, 2028, per Ohio Revised Code 307.511(D).

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2023 Chrysler Pacifica L AWD from Thomas Auto Centers in the amount of \$48,295.00 for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This vehicle will be purchased with Healthy Aging Grant funds and will increase SSOBC’s ability to transport seniors for grocery shopping, provide more services in the area of grocery ordering and delivery and take seniors to events and locations in their community.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2023 Chrysler Pacifica L AWD from Sunset Motors, Inc., in the amount of \$48,424.00 for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This vehicle will be purchased with Healthy Aging Grant funds and will increase SSOBC’s ability to transport seniors for grocery shopping, provide more services in the area of grocery ordering and delivery and take seniors to events and locations in their community.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR PROVISION OF HOMEMAKER AND PERSON CARE SERVICES TO SENIOR CITIZENS

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for bids for the provision of homemaker and personal care services to senior citizens of Belmont County.

**LEGAL NOTICE OF HOMEMAKER/PERSONAL CARE PURCHASE
SENIOR SERVICES OF BELMONT COUNTY PROGRAMS**

The Belmont County Board of Commissioners is taking bids through 10:00 a.m. January 17, 2024 from companies or organizations that are interested in providing homemaker and personal care services to senior citizens of Belmont County. \$500 bid bond or certified check required. The Invitation to Bid (ITB) with instructions and conditions for bidding is currently available from the Commissioners’ Office, 101 West Main Street, St. Clairsville, Ohio 43950. The bids must be received by the Commissioners’ Office in a sealed bid envelope on or before 10:00 a.m. January 17, 2024 by mail, courier, delivery service, or personal delivery, and bids will be opened at the Commissioners’ Office at 10:00 a.m., January 17, 2024.

Bidders must bid a per hour price, be willing and able to provide services 7 days a week, for the number of hours requested by the Commissioners, and comply with all applicable state, local and federal laws and regulations, including Title III, OOA 1965. Interested bidders will bid on the specifications contained in the ITB. The County is interested in contracting for the one-year period March 1, 2024 through February 28, 2025, with the County’s option to renew or extend the contract for an additional one (1) year.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid; provided that the number of successful bidders selected will be based on the number needed by the Commissioners to sufficiently meet the needs of clients. The Commissioners do not make any guarantee as to volume of services for the Bidder(s) selected for contract award. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners of Belmont County, Ohio

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, December 19, 2023 and December 26, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE SEWER CAPITAL IMPROVEMENT PROJECT: EAST END SEWER LIFT STATION UPGRADES

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for bids for the Sewer Capital Improvement Project: East End Sewer Lift Station Upgrades.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **East End Lift Stations Improvements** will be received by the Board of Commissioners of Belmont County at the Commissioner's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **10:00 a.m.** local time **January 24, 2024**, and then at said office publicly opened and read aloud.

The Contract Documents, Specifications and Drawings may be examined at the following:

1. Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950
2. Vaughn. Coast & Vaughn, Inc.
154 S. Marietta St.
St Clairsville, OH 43950
7406957256
3. OVCEC
21 Armory Drive
Wheeling, WV 26003
304-242-0520
4. Builder’s Exchange – Cleveland
9555 Rockside Rd., Suite 300
Cleveland, OH 44125
866-907-6300

Method of Bidding will be as follows: **SINGLE LUMP SUM CONTRACT** for construction of improvements to eight (8) existing sewage lift stations including replacing pumps, guide rails, valves, access hatches, and control panels; lining existing concrete wet wells; and performing site improvements unique to the various lift stations.

Bidding Documents may be obtained in an electronic portable document format file only, from the office of Vaughn, Coast & Vaughn, Inc. located at 154 S. Marietta St., St. Clairsville, OH, 43950, 7406957256), upon payment of a \$25.00 non-refundable deposit. Checks shall be payable to Vaughn, Coast & Vaughn, Inc.

Bids will be accepted from only those Bidders who are Plan Holders of Record and obtain Documents from the Engineer’s office. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.

Bidders shall be compliant with Ohio Revised Code 3517.13.

All work done under this Contract is subject to all State of Ohio requirements concerning the payment of prevailing wage rates.

Bid security shall be furnished in accordance with the Instructions to Bidders.

The Belmont County Commissioners reserve the right to reject any or all Bids, to waive any informalities in the Bids received, and to accept any Bid or combination of Bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this Project to the lowest and best Bid, which may not necessarily be the lowest Bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

By order of the Board of Commissioners of Belmont County, Ohio

Bonnie Zuzak /s/

Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: To be published 2 times: Monday, December 18, 2023 and Tuesday, December 26, 2023.

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

Mr. Dutton said there will be three sewer projects that will be done after the first of the year. They are focusing on lift stations to extend the useful life. These are not related to the USDA loan.

IN THE MATTER OF APPROVING AMENDMENT NO. 2 FOR MILLS GROUP, LLC ARCHITECTURAL SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Amendment No. 2 for Mills Group, LLC for architectural services relative to a new Records Building and Health Department Building project as follows:

- Added to end of Section 1.1.3: The owner’s current budget for the cost of the work as defined in Section 6.1 is \$16,918,000.00.
- Replace Section 11.1.1 with the following: The compensation for Basic Services shall be a fixed fee of \$8,000.00 for the pre-design phase and a not to exceed amount of \$70,000.00 for the Schematic Design Phase. The compensation for Basic Services shall be 8% of the Owner’s budget for cost of the work for the Design Development Phase, the Construction Documents Phase, the Bid Phase and the Construction Administration Phase, less the Basic Services Fee for the Schematic Design Phase, which equals \$1,283,440.00.
- Added to end of Section 11.3: Surveying, \$14,787.50 and Civil Engineering, \$29,852.50.
- Replace Section 11.5 with the following: The Architect shall invoice the Owner monthly in proportion to services performed in each phase of services.

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

Amendment No. 2 to the Architect Agreement

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

The following is added to the end of Section 1.1.3:

The Owner’s current budget for the Cost of the Work as defined in Section 6.1 is \$16,918,000.00

Section 11.1.1 is replaced with the following:

The compensation for Architect’s Basic Services shall be a fixed fee of **\$8,000.00** for the Pre-Design Phase and an amount not-to-exceed **\$70,000.00** for the Schematic Design Phase, as set forth in **Exhibit A**. The compensation for the Architect’s Basic Services shall be 8% of the Owner’s budget for the Cost of the Work for the Design Development Phase, the Construction Documents Phase, the Bid Phase, and the Construction Administration Phase, less the Basic Services Fee for the Schematic Design Phase, which equals **\$1,283,440.00**. The compensation for Reimbursable Expenses as defined in Section 11.8, is included in the Basic Services Fee.

The following is added to the end of Section 11.3:

The following compensation shall be added to the Architect’s Additional Services Fee:

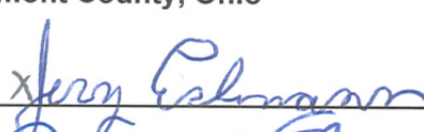
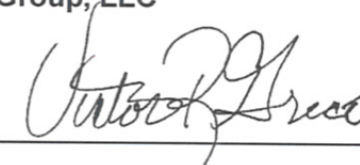

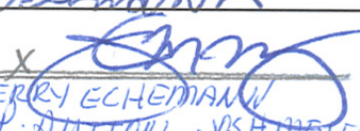
Surveying	\$14,787.50
Civil Engineering	\$29,852.50

Section 11.5 is replaced with the following:

The Architect shall invoice the Owner monthly in proportion to services performed in each phase of services. The compensation for each phase of services shall be as follows:

Design Development Phase	15%	\$192,516.00
Construction Documents Phase	45%	\$577,548.00
Bid Phase	5%	\$64,172.00
Construction Administration Phase	35%	\$449,204.00

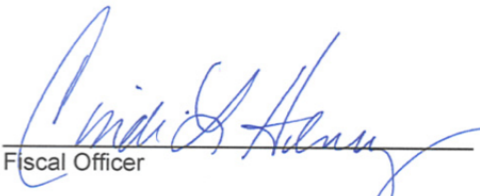
Except as stated herein, this Amendment shall not alter any part of the Agreement between the Owner and Architect. This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

The Board of Commissioners of Belmont County, Ohio	Mills Group, LLC
By: <u>X </u>	By: <u></u>
<u>X</u> <u></u> <u>X</u> <u></u>	
Printed Name: <u>JERRY ECHEMANN</u>	Printed Name: <u>Victor R. Greco</u>
Title: <u>VICE-PRESIDENT</u>	Title: <u>Principal Architect</u>
Title: <u>PRESIDENT</u> <u>MEMBER</u>	
Date: <u>12-13-23</u>	Date: <u>October 31, 2023</u>

CERTIFICATE OF FUNDS
(ORC Section 5705.41)

The undersigned, Fiscal Officer of the Owner hereby certifies in connection with the Amendment to which this Certificate is attached that the amount required to meet the obligations, under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: 12/13/23


Fiscal Officer

Upon roll call the vote was as follows:

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

Mr. Dutton said they have been working on a project to address three different county entities. The Health Department has outgrown their current building which became very apparent during the pandemic. There are certain programs they are not offering to Belmont County residents strictly because of their space constraints. The Health Department has their own board that governs their operations by Ohio Revised Code, the Board of Commissioners are responsible for providing office space. Two sites have been demolished in the past six months. The Oakview building that houses the Records Department needs to be demolished at some point after they are moved into the new building. The state of the building is not an ideal place to house the county records. The Coroner will also have space in the new building. They have never had any public defined space. The project is very expensive and very complicated. As done with other building projects outside counsel gives guidance.

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE

WITH ASCENT RESOURCES – UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an Oil and Gas Lease by and between the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective December 13, 2023, in the amount of \$6,500 per net leasehold acre for 3.155509 acres, located in Kirkland, Richland and Warren Township, for a five-year term, 20% royalty. Total Payment Amount: \$20,510.81.

**PAID-UP
OIL & GAS LEASE**

Lease No. _____

This Lease made this 13th day of December, 2023, by and between: **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Member,** whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company,** whose address is **P.O. Box 13678, Oklahoma City, OK 73113,** hereinafter called "Lessee."

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

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

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

Township: 9; Range: 6; Section: 20; NE ¼: Tax Parcel No.: 12-60001.000, Containing 0.39 acres
Township: 6; Range: 3; Section: 35; NW ¼: Tax Parcel No.: Unknown (Includes all of Oxford Drive located in Oxford Place Subdivision, Cab. C, Slide 81, and Oxford Place Second Addition Subdivision, Cab. C, Slide 260; and a portion of Barton Road located in Oxford Place Second Addition Subdivision, Cab. C, Slide 260), Containing 1.207 acres
Township: 7; Range: 4; Section: 6; SE ¼: Tax Parcel No.: Unknown (Portion of Crescent Road located in Hid-Rae Subdivision, Cab. E, Slide 209), Containing 0.852 acres
Township: 8; Range: 6; Section: 17; NW & SW ¼: Tax Parcel No.: Unknown (a/k/a Judge Parker Road), Containing 1.418 acres

See attached Exhibit "B" attached hereto and made a part hereof.

and described for the purposes of this agreement as containing a total of 3.867 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. **December 13, 2023** (effective date) to 11:59 P.M. **December 12, 2028** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without

additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

NO AUTOMATIC TERMINATION OR FORFEITURE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

The Belmont County Board of Commissioners

LESSEE:

Ascent Resources – Utica, LLC
An Oklahoma Limited Liability Company

J.P. Dutton
By: J.P. Dutton, President

Jerry Echemann
By: Jerry Echemann, Vice President

Josh Meyer
By: Josh Meyer, Member

APPROVED AS TO FORM:

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

McClung, Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF BELMONT)

On this, the 13th day of DECEMBER, 2023, before me, the undersigned officer, personally appeared **J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Member of The Belmont County Board of Commissioners**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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



BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires:
February 18, 2026

My Commission Expires: 2-18-2026
Signature/Notary Public: Bonnie Zuzak
Name/Notary Public (print): BONNIE ZUZAK

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

On this, the ____ day of _____, 20__, before me, the undersigned officer, personally appeared Kade R. Smith, who acknowledged himself to be the Attorney-in-Fact of Ascent Resources – Utica, LLC, an Oklahoma limited liability company, and that he as such Attorney-in-Fact, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: _____
Signature/Notary Public: _____
Name/Notary Public (print): _____

Recorder: Return to Ascent Resources – Utica, LLC at P.O. Box 13678, Oklahoma City, OK 73113

Upon roll call the vote was as follows:

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

Mr. Dutton said oil and gas revenues are not used for operating expenses. They are used for one time expenditures such as debt pay down or match for an Engineer’s project. They did use a portion to help with the new building at the fairgrounds that will house OSU Extension and Soil and Water.

**IN THE MATTER OF APPROVING THE VENDOR AGREEMENTS FOR
TITLE XIX (19) TRANSPORTATION SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2024 to December 31, 2024 for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service	\$750,000.00
Martins Ferry EMS	\$750,000.00
Neffs Fire Department	\$750,000.00

Note: Funding is 100% pass through dollars split evenly among the state and federal governments.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

Whereas, this vendor agreement, entered into on the **13th** day of **December 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and Barnesville Taxi Service, LLC (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:
Department: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075
Provider Barnesville Taxi Service, LLC
104 Roosevelt Road
Barnesville OH 43713
(740)425-9900

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2024, and terminate December 31, 2024. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2022, 2023 and 2024, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees, that in the performance of this agreement, there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicap conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to, and method of appeal will be made available to all persons served under this agreement. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

IV. Termination/Breach of Contract

- A. If state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes and/or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or by the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission, and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify, and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the agreement at its discretion.
This agreement may be terminated by either party upon written notice delivered upon the other party a minimum of seven (7) days prior to date of termination. Any funds paid under the terms of this agreement after the date of termination shall be repaid to the Department immediately upon receipt.
- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC is providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant’s medical condition and timeliness concerns.

4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment, and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 4. The Provider must adhere to the participant's certification period provided by the Department.
 5. Maintain a valid worker's compensation policy with the State of Ohio Bureau of Worker's Compensation or private provider and provide a certificate of coverage to the Department upon request.
 6. The Provider must also have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract.
 7. The Provider must also have liability insurance on all its employees during the term of the contract.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 1. The Department will provide NET eligible participants with Provider information.
 2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

The Department agrees to pay the Provider **\$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant. In years two and three of this RFP, the Department agrees to evaluate the status of fuel prices at the time and adjust the rate per mile only in accordance with any increase in the Internal Revenue Service's mileage reimbursement rate for the subsequent calendar year (2023). Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider for actual and verified cost of required vehicle inspection fees on vehicles used to provide Medicaid NET Transportation services to Belmont County residents. The Department will also reimburse the Provider for actual and verified costs of FBI and BCI background checks as well as driver abstracts for employees providing NET transportation services.**

- A. The maximum amount billable under this agreement will not exceed **\$750,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state, and federal matching funds.
- B. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- C. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- D. The Department may deny payment for the following reasons (not an all-inclusive list):
 1. Failure to meet service requirements:
 2. Failure to meet performance standards; and
 3. Failure to meet performance reporting requirements.
- E. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

The Provider agrees to accept responsibility for receiving, replying to, and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception.
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department

based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until all questions or irregularities are resolved.

VII. Reports and Records

- A. Maintain and Provide: The Provider shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state, and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee, or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state, or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state, or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state, or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member 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 or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- D. Indemnification: The Provider agrees to protect, defend, indemnify, and hold free and harmless the Department, its officers, employees, agents, and the Belmont County Board of Commissioners against all losses, penalties, damages, settlements, costs, or liabilities of every kind arising out of or in connection with any acts of omission, negligent or otherwise, of the Provider, its officers, employees and independent contractors. The Provider shall pay all damages, costs and expense of the Department, its officers, agents and employees and the Belmont County Board of Commissioners.
- E. Drug-Free Workplace: The Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this agreement while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Public Records: This agreement is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this agreement promptly available to the requesting party.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act [33 U.S.C. 1368], Executive Order 11738 and Environmental Protection Agency regulations [40 CFR Part 15].

- F.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G.

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

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>12/7/2023</u> Date
<u>Aaron Wildman /s/</u> Aaron Wildman Barnesville Taxi, LLC	<u>12/8/2023</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>12/13/23</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>12-13-23</u> Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	<u>12/13/23</u> Date

Approved as to form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/7/2023</u> Date
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**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

Whereas, this vendor agreement, entered on the **13th** day of **December 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and City of Martins Ferry, Emergency Medical Services (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	City of Martins Ferry, Emergency Medical Services 35 South Fifth Street Martins Ferry OH 43935 (740)633-0313

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2024, and terminate December 31, 2024. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2022, 2023 and 2024, pursuant to available funding.

III. General Regulations

- A.

The Provider agrees that the use and/or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipient(s) or their guardian(s).
- B.

The Provider understands that this written agreement supersedes all oral agreements.
- C.

The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
- D.

The Provider agrees, that in the performance of this agreement, there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicap conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to, and method of appeal will be made available to all persons served under this agreement. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

IV. Termination/Breach of Contract

- A.

If state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes and/or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.
- This agreement may be terminated by the Provider or by the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party’s right of termination, cancellation, remuneration, repayment, rescission, and modification as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind,

modify, and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the agreement at its discretion.

This agreement may be terminated by either party upon written notice delivered upon the other party a minimum of seven (7) days prior to date of termination. Any funds paid under the terms of this agreement after the date of termination shall be repaid to the Department immediately upon receipt.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC is providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment, and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 - 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 - 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 4. The Provider must adhere to the participant's certification period provided by the Department.
 - 5. Maintain a valid worker's compensation policy with the State of Ohio Bureau of Worker's Compensation or private provider and provide a certificate of coverage to the Department upon request.
 - 6. The Provider must also have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract.
 - 7. The Provider must also have liability insurance on all its employees during the term of the contract.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 - 1. The Department will provide NET eligible participants with Provider information.
 - 2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
 - 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

The Department agrees to pay the Provider **\$5.00 per mile for trips and \$15.00 per hour wait time that the driver needs to wait for a participant. In years two and three of this RFP, the Department agrees to evaluate the status of fuel prices at the time and adjust the rate per mile only in accordance with any increase in the Internal Revenue Service's mileage reimbursement rate for the subsequent calendar year (2023). Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$15.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. The Department will reimburse the Provider for actual and verified cost of required vehicle inspection fees on vehicles used to provide Medicaid NET Transportation services to Belmont County residents. The Department will also reimburse the Provider for actual and verified costs of FBI and BCI background checks as well as driver abstracts for employees providing NET transportation services.**

- A. The maximum amount billable under this agreement will not exceed **\$750,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state, and federal matching funds.
- B. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- C. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.

D. The Department may deny payment for the following reasons (not an all-inclusive list):

1. Failure to meet service requirements:
2. Failure to meet performance standards; and
3. Failure to meet performance reporting requirements.

E. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

The Provider agrees to accept responsibility for receiving, replying to, and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception.
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims, or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until all questions or irregularities are resolved.

VII. Reports and Records

- A. Maintain and Provide: The Provider shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state, and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee, or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state, or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state, or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state, or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member 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 or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- D. Indemnification: The Provider agrees to protect, defend, indemnify, and hold free and harmless the Department, its officers, employees, agents, and the Belmont County Board of Commissioners against all losses, penalties, damages, settlements, costs or liabilities of every kind arising out of or in connection with any acts of omission, negligent or otherwise, of the Provider, its officers, employees and independent contractors. The Provider shall pay all damages, costs and expense of the Department, its officers, agents and employees and the Belmont County Board of Commissioners.
- E. Drug-Free Workplace: The Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this agreement while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Public Records: This agreement is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this agreement promptly available to the requesting party.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act [33 U.S.C. 1368], Executive Order 11738 and Environmental Protection Agency regulations [40 CFR Part 15].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u>	<u>12/7/2023</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>John R. Davies /s/</u>	<u>12/15/2023</u>
John R. Davies, Mayor	Date
City of Martins Ferry, Emergency Medical Services	
<u>J. P. Dutton /s/</u>	<u>12/20/23</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>12-20-23</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>12/20/23</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to form:	
<u>Jacob Manning /s/</u>	<u>12/12/2023</u>
Jacob Manning, Assistant Prosecutor	Date
Belmont County Prosecutor’s Office	
Upon roll call the vote was as follows:	

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

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

Whereas, this vendor agreement, entered into on the 13th day of December 2023, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and The Neff Volunteer Fire Department, LLC (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	The Neff Volunteer Fire Department 54044 Pike Street Neffs OH 43940 (740)676-5563

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2024, and terminate December 31, 2024. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2022, 2023 and 2024, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipient(s) or their guardian(s).

- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners and the Ohio Department of Job and Family Services against all liability, loss, damage and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees, that in the performance of this agreement, there shall be no discrimination against any client because of race, color, sex, religion, national origin or handicap conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to, and method of appeal will be made available to all persons served under this agreement. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

IV. Termination/Breach of Contract

- A. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes and/or termination will be effective on the date that state and/or federal reimbursement is no longer available or later as otherwise stipulated by the Department.

This agreement may be terminated by the Provider or by the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the agreement at its discretion.

This agreement may be terminated by either party upon written notice delivered upon the other party a minimum of seven (7) days prior to date of termination. Any funds paid under the terms of this agreement after the date of termination shall be repaid to the Department immediately upon receipt.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 5. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 6. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC is providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 7. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 - 8. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 3. Schedule trips from the participant's home to medical appointments and return to participant's home.
 - 4. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 8. Notify the participant within 24 hours when unable to accommodate the participant's request.
 - 9. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 - 10. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 11. The Provider must adhere to the participant's certification period provided by the Department.
 - 12. Maintain a valid worker's compensation policy with the State of Ohio Bureau of Worker's Compensation or private provider and provide a certificate of coverage to the Department upon request.
 - 13. The Provider must also have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract.
 - 14. The Provider must also have liability insurance on all its employees during the term of the contract.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 - 4. The Department will provide NET eligible participants with Provider information.
 - 5. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.

6. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

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- A. The maximum amount billable under this agreement will not exceed **\$750,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
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 1. Failure to meet service requirements;
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The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception.
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3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

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- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
 1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
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- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.

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- E. Drug-Free Workplace: The Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this agreement while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Public Records: This agreement is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this agreement promptly available to the requesting party.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

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- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act [33 U.S.C. 1368], Executive Order 11738 and Environmental Protection Agency regulations [40 CFR Part 15].
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XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>12/7/2023</u> Date
<u>Michael Wallace /s/</u> Michael Wallace, President The Neff Volunteer Fire Department	<u>12/11/2023</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>12/13/23</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>12-13-23</u> Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	<u>12/13/23</u> Date
Approved as to form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/13/2023</u> Date

IN THE MATTER OF ADOPTING A RESOLUTION OF BELMONT COUNTY SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMI-QUINCENTENNIAL (AMERICA 250-OH)

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution of Belmont County supporting the Ohio Commission for the United States Semi-quincentennial (AMERICA 250-OH).

WHEREAS, The Ohio General Assembly and Governor created AMERICA 250-OH in Ohio Revised Code Section 149.309 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio’s integral role in that event and the role of its people on the nation’s past, present and future; and
WHEREAS, AMERICA 250-OH strives to engage ALL Ohioans and ALL 88 counties through a variety of programs, projects and events through 2026 by inspiring future leaders and celebrating Ohio’s contributions to the nation over the past 250+ years; and
WHEREAS, Belmont County has much to contribute to the nation’s 250th anniversary including a rich history, culture and heritage that is celebrated and honored throughout the county’s museums, historic landmarks, and events. From the importance Belmont County had in the Underground Railroad and Abolitionist movement to the groundbreaking of the National Road in Ohio, American history runs deep through Belmont County.

THEREFORE, BE IT RESOLVED THAT Belmont County hereby establishes a local AMERICA 250-Belmont County Committee made up of a diverse group of citizens to work with AMERICA 250-OH on any and all activities within Belmont County. The participants of the Belmont County Committee will be strictly voluntary roles and there will be no compensation for participation; and

FURTHER RESOLVED, the County Commission agrees to designate one or more county liaisons within 30 days of the adoption of this Resolution who will serve as the point of contact for all local organizations, stakeholders, and communities within their county; and
FURTHER RESOLVED, that a copy of this resolution be sent to the Belmont County legislative delegation and AMERICA 250-OH Commission headquartered at 41 S. High St., Suite 250, Columbus, OH 43215.

ADOPTED by the Board of Commissioners of the County of Belmont, the State of Ohio, this 13th day of December, 2023.

ATTEST: Bonnie Zuzak /s/

BOARD OF COMMISSIONERS
J. P. Dutton /s/
J. P. Dutton
Jerry Echemann /s/
Jerry Echemann
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SENDING IN REVISED REQUEST FOR REIMBURSEMENT #1 TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR REIMBURSEMENT FROM THE NATUREWORKS GRANT NO. BELM- 033/DOG PARK

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve sending in the revised Request for Reimbursement #1, to the Ohio Department of Natural Resources for reimbursement from the NatureWorks Grant No. BELM-033 for the Belmont County Dog Park. Total Expenditure Request #1 \$27,817.16; 75% Reimbursement Request: \$20,862.87.
Note: The original total expenditure request was for \$19,906.26 and it did not show the 75% reimbursement request.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE
NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT WITH
THE OHIO DEPARTMENT OF NATURAL RESOURCES/DOG PARK**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Amendment No. 1 to the NatureWorks Local Assistance Grant Agreement with the Ohio Department of Natural Resources approved on January 20, 2023, revising the Scope of Work to reduce the number of pavilions from two pavilions to one pavilion for the dog park, based upon the recommendation of Sheriff Dave Lucas.

ODNR Legal Contract ID # 20222-2129_01

**AMENDMENT NO. 1
TO THE NATUREWORK GRANT AGREEMENT BELM-033
BETWEEN THE OHIO DEPARTMENT OF NATURAL RESOURCES
AND BELMONT COUNTY COMMISSIONERS**

WHEREAS the Ohio Department of Natural Resources (“ODNR”) and Belmont County Commissioners entered into a NatureWorks Grant Agreement dated January 20, 2023, for the purpose of installing fencing, two pavilions, and a parking lot for a dog park (the “Agreement”); and

WHEREAS both parties desire to revise the Scope of Work of the Agreement to reduce the number of pavilions to one (1).

NOW THEREFORE, in consideration of the mutual benefits to be derived and respective obligations assumed, ODNR and Belmont County Commissioners agree to this Amendment No. 1 to modify the Agreement as follows:

The last sentence of the second introductory paragraph is deleted and replaced with the following:

Install fencing, 1 pavilion, and parking lot for dog park

All other terms and conditions of the Agreement not modified herein shall remain in full force and effect.

Each party is signing this Amendment on the date stated below that party’s signature.

NATUREWORKS LOCAL SPONSOR	OHIO DEPARTMENT OF NATURAL RESOURCES
BELMONT COUNT COMMISSIONERS	DIVISION OF REAL ESTATE AND LAND MANGEMENT

X <u> </u>	
By: X <u>[Signature]</u> X <u>[Signature]</u>	By: _____
Printed Name: <u>J.P. DUTTON</u> <u>JERRY EICHEMANN</u>	Printed Name: _____
Title: <u>PRESIDENT</u> <u>VICE-PRESIDENT</u>	Title: _____
Date: <u>12.13.2023</u>	Date: _____

Upon roll call the vote was as follows:

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

Sheriff Lucas said they are close to being done with the dog park. Fencing is done and the water is in. Concrete was poured yesterday and they are working on signage. He said they have had a lot of support and donations. The donations have paid for everything. All of the labor was donated. Sheriff Lucas said the dog park will be good for the community.

Jackee Pugh, Exec. Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report

IN THE MATTER OF QUARTERLY TOURISM REPORT

Ms. Pugh said it was a busy fall. The Bigfoot GeoTour brought in over 200 visitors to Belmont County on the first weekend from seven different states. The Belmont County Fair and Pumpkin Festival were very successful. Belmont County Tourism received tow awards for marketing and advertising at the Ohio Travel Association State Conference. Lodging Tax receipts is up \$10,000 from this time last year. Ms. Pugh is projecting they will be around \$500,000-\$510,000 at year end. Mr. Dutton said the tourism industry is part of economic development.

RECESS

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, 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 12:20 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:20 p.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE ONE-TIME STIPEND FOR
LESLIE THOMPSON, FULL-TIME PROGRAM ADMINISTRATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the one-time stipend of \$1,400.00 for Leslie Thompson, full-time Program Administrator for managing the agency fleet of 55 vehicles from June to December 2023 while the position of Transportation Administrator was vacant.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
KELCIE HILDERBRAND, FULL-TIME DIVISIONAL COURT
DEPUTY CLERK AT EASTERN DIVISION COURT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Kelcie Hilderbrand, full-time Divisional Court Deputy Clerk at Belmont County Eastern Division Court, effective December 15, 2023.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Thursday, December 14, 2023, at 10:34 with Commissioner Echemann and Meyer present. Absent: Commissioner Dutton.

BUDGET HEARING-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk.

OSU Extension-Present: Dan Lima, Lorissa Dunfee, Megan Watson and Jennie Ellis.

\$265,980.31 is being requested for 2024. \$204,373.00 was received in 2023. Staffing has been reduced since 2020 to meet the funding levels. They have reduced spending on travel, office supplies and communication. The 2024 request would allow them to maintain current services without any additional reductions to staffing and spending and add an additional office staff member.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:21 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:21 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of December, 2023.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

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

J. P. Dutton /s/ PRESIDENT

December 13, 2023

Bonnie Zuzak /s/ CLERK