

St. Clairsville, Ohio

November 21, 2023

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

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

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

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

IN THE TOTAL AMOUNT OF \$663,487.65

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-0048-A002-K02.010 Supplies	E-0048-A002-K05.000 Other Expenses	\$1,013.25
E-0048-A002-K04.000 Destruction Costs	E-0048-A002-K02.010 Supplies	\$1,013.25
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B18.000 Other Expenses	\$3,683.35
<i>*2023 County Auction Proceeds</i>		
E-0052-A001-A90.002 Salaries-Nurses	E-0052-A001-A94.010 Supplies	\$2,500.00
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E01.002 Salaries	\$50,000.00
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E02.010 Supplies	\$5,300.00
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E04.011 Contract Services	\$12,000.00
E-0300-A008-B01.002 Salaries	E-0300-A008-B12.000 Other Expenses	\$6,000.00

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:

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

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$33,000.00

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 following dates:

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

A00 GENERAL FUND

E-0111-A001-E04.010	Supplies	\$13,000.00
E-0111-A001-E05.000	Travel	\$5,000.00
E-0111-A001-E06.011	Contract Services	\$5,000.00
E-0111-A001-E11.000	Other Expenses	\$13,461.50
E-0111-A001-E12.012	Equipment	\$5,000.00

****NOVEMBER 21, 2023****

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,256.05
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$12,267.84
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O61 SEWER BOND RETIREMENT FUND/BCWSD

E-9261-O061-O06.050	OWDA Loan Payments	\$49,500.00
E-9261-O061-O07.051	OWDA Interest Payments	\$16,500.00

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$7,806.50
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$198,513.05
E-9801-Y001-Y03.000	Township-Permissive Tax	\$67,733.00
E-9801-Y001-Y05.000	Pease Township	\$3,112.00
E-9801-Y001-Y06.000	Goshen Township	\$1,536.00
E-9801-Y001-Y07.000	Warren Township	\$3,165.50
E-9801-Y001-Y08.000	Pultney Township	\$3,184.00
E-9801-Y001-Y09.000	Flushing Township	\$564.00
E-9801-Y001-Y10.000	Colerain Township	\$1,138.50
E-9801-Y001-Y11.000	Kirkwood Township	\$169.50
E-9801-Y001-Y12.000	Mead Township	\$711.00
E-9801-Y001-Y13.000	Richland Township	\$2,364.00
E-9801-Y001-Y14.000	Smith Township	\$495.00
E-9801-Y001-Y15.000	Somerset Township	\$310.50
E-9801-Y001-Y16.000	Union Township	\$778.50
E-9801-Y001-Y17.000	Washington Township	\$168.00
E-9801-Y001-Y18.000	Wayne Township	\$234.00

E-9801-Y001-Y19.000	Wheeling Township	\$561.00
E-9801-Y001-Y20.000	York Township	\$403.50
<u>Y02 MUNICIPAL AUTO LICENSE/ENGINEER</u>		
E-9802-Y002-Y07.000	Village of Bethesda	\$20,000.00
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 November 15, 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.

IN THE MATTER OF HIRING THOMAS KING AS PART-TIME MEDICAL DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Thomas King as a part-time Medical Driver at Senior Services of Belmont County, effective December 4, 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 KINDRA BLACKSTONE AS PART-TIME MEDICAL DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Kindra Blackstone as a part-time Medical Driver at Senior Services of Belmont County, effective December 4, 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 ADOPTING JOB DESCRIPTION FOR FLEET & ROUTE MANAGER AT SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for the new position of Fleet & Route Manager at Senior Services of Belmont County, at pay grade 6, effective November 21, 2023.

Senior Services of Belmont County

Job Title: Fleet & Route Manager
Department: Administration
Supervised By: Director
Classification: Unclassified
Exemption Status: FLSA Exempt
Hourly Base Rate: Salaried Position

Essential duties, skills, responsibilities:

- Acts as member of administrative team at SSOBC.
- Manages agency’s vehicle fleet, ensures safe and reputable operation of fleet.
- Manages all transportation and delivery routes.
- Maintains accurate record keeping and reporting.
- Makes decisions regarding inclement weather delays and cancellations. Communicates information accordingly.
- Performs all other administrative functions required by the position.

Minimum Work Characteristics & Expectations:

- Leadership and management skills that promote a positive culture.
- Ability to manage information technology required for fleet and route management.
- Knowledge of programs and issues affecting and related to seniors.
- Ability to promote teamwork among employees, and to encourage cooperation among departments.
- Ability to utilize conflict-resolution when needed.
- Demonstration of tact and professionalism when dealing with others (within or outside the agency).
- Ability to multi-task and communicate effectively both verbally and in writing.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility as related to availability and work schedule.
- Ability to lift 50 pounds, stand, bend, twist.

Minimum Qualifications:

- College degree in related field, five (5) years of experience in a managerial role, or combination of education and managerial experience equating to the same. Preferred experience in fleet operation/management.
- Ability to obtain and retain all necessary certifications required of the position.
- Proficient computer/technology skills. Proficiency in Microsoft 365.
- Valid driver’s license, insurability, safe driving record.
- Successful background check, drug screening.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
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Mr. Echemann

Mr. Meyer

Yes

Yes

Mr. Dutton said this was based upon the recommendation of Executive Director Lisa Kazmirski. This position replaces the Transportation Supervisor.

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND REBECCA SAFKO

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16, effective January 1, 2024 through December 31, 2024, in an amount not to exceed \$37,454.40.

Note: This is paid for with WIOA administrative funds.

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

Whereas, this contract, entered into on this **21st** day of **November, 2023**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter “Contractor”), is for the purchase of the performance of the following services: WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIOA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser:

Contractor:

The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075
Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
740-632-4671

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2024. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2024.

IV DEFINITIONS

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

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

Workforce Area 16
Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments
The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board
The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises and h COG approves Area 16 policies and providers.

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

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

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

WIOA
WIOA is the Workforce Innovation and Opportunity Act.

CCMEP
CCMEP is the Comprehensive Case Management Employment Program.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2024, through December 31, 2024. At a minimum, this contract requires the Contractor to perform the following services:
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County’s submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the Belmont County CCMEP TANF population caseload.

- 2. Contractor shall meet all service requirements of this contract.
Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
- 3. Contractor shall meet all performance standards included and incorporated into this document. Contractor’s failure to meet these standards will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
- 4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract.
Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B.Purchaser Responsibilities

- 1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
 - 2. Purchaser will pay all costs for services under this contract.
 - 3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
 - 4. Purchaser will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.
- C. Service Requirements**
Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties’ WIOA programs.
- D. Performance Standards**
The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.
- E. Performance Reporting**
Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.
Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser’s discretion.
- F. Evaluation and Monitoring**
Purchaser shall periodically evaluate Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity. Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$37,454.40 (12-month contract). All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. Upon a satisfactory review, the contract may be extended for up to one (1) additional calendar years not to extend beyond December 31, 2025. The contract amount includes an additional \$1,000.00 of CCMEP TANF Funding for providing monitoring services of the CCMEP TANF participants. The total contract amount shall not exceed \$37,454.40 annually. The contract amount will be increased by 2% annually for years 2-4 to adjust for inflation.**

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th. day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.
Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.
In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.
The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.
Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$37,454.40.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

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

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they

may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX PROCUREMENT

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

XL SIGNATURES

<u>Jeffery L. Felton /s/</u>	<u>9/15/2023</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>J. P. Dutton /s/</u>	<u>11/21/23</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>11-21-23</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>11/21/23</u>
Josh Meyer	Date
Belmont County Commissioner	
<u>R Safko /s/</u>	<u>11/15/2023</u>
Rebecca Safko, Consultant	Date
Approved as to form:	
<u>Jacob Manning /s/</u>	<u>Nov 17, 2023</u>
Jacob Manning	Date
Belmont County Prosecutor	
Upon roll call the vote was as follows:	

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

IN THE MATTER OF ENTERING INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MAXIMUS, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a 36-month Professional Consulting Services Agreement with Maximus, Inc., for the development of the annual central services cost allocation plan based upon Belmont County’s year-end financial data for 2023, 2024 and 2025, at a cost of \$10,250.00 per year.

Note: The Commissioners are permitted to seek reimbursement for those costs identified in the cost allocation plan as associated with administering Federal programs.

SERVICE AGREEMENT

This Service Agreement, (this "Agreement"), is entered into this January 1, 2024 (the "Effective Date"), by and between Maximus US Services, Inc., ("Contractor" or "Maximus"), and Belmont County, Ohio ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

1.

Scope of Services
- Contractor will perform in a professional manner the Services detailed in Exhibit A.
2.

Term
- This Agreement commences on the Effective Date and remains in effect until March 31, 2027 unless earlier terminated in accordance with Section 4.
3.

Compensation.
- Client will pay Contractor the fees for services rendered as set forth in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
4.

Termination.
- a.

Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party will provide written notice to the breaching party specifying the nature of the breach. The breaching party will have 30 days (or a longer period if the parties mutually agree) from the date of receipt to cure any of the default prior to the effective date of termination. Notice of default must be delivered by certified mail or overnight courier.
- b.

Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client will reimburse Contractor for all reasonable costs incurred by Contractor due to such early termination.
- c.

Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the breach (if any), Client agrees to pay Contractor in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5.

Invoicing and Payment.
- Client will pay Contractor a fee for Services rendered as set forth in Exhibit A. Unless stated otherwise in Exhibit A, Client will pay all invoices in full within thirty (30) days of the invoice date. Client agrees to at all times remain current on all amounts charged for the Services and acknowledges and agrees that any breach of the foregoing shall constitute a material breach under this Agreement entitling Contractor to pursue any and all remedies available at equity or at law including the suspension or termination of the Services provided hereunder.
6.

Data Accuracy.
- Contractor will guide the Client to determine the data required. Client represents that all financial and statistical information provided to Contractor by Client, its employees and agents is accurate and complete to the best of its knowledge. Client further acknowledges and agrees that Contractor is entitled to rely upon the accuracy and completeness of the data to perform the Services. Client will provide all data in a timely manner sufficient to allow Contractor to provide the Services. Contractor has no liability to Client for Client's provision of incomplete, inaccurate or untimely data.
7.

Records and Inspections.

Contractor will maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client will have the right to examine and audit the records and to make transcripts therefrom. Client will provide 30 days' prior written notice of its intent to inspect or audit any such records and will conduct such inspection or audit only during Contractor's normal business hours and no more than once every six months. Any employee, Contractor, subcontractor or agent of Client granted access to such records will execute a non-disclosure agreement prior to being granted access.

8. Warranties.

Contractor warrants that it will perform the services in a manner consistent with the standards typically practiced by similarly situated companies in the same industry. Contractor specifically disclaims and the Client waives, all other express or implied standard, guarantees and warranties, including but not limited to implied warranties of merchantability, or fitness for a particular purpose, custom or usage, or otherwise as to and good or services under this Agreement.

9. Client Representations & Warranties.

Client represents and warrants to Contractor that its use of the Services shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, standards, requirements or procedures enacted, adopted, applied, enforced or followed now or in the future by any federal or state governmental bodies or agencies. Client further represents and warrants to Contractor that it has obtained all necessary consents, rights and permissions to enter into this Agreement and use the Services in accordance with the terms of this Agreement.

10. Ownership of Intellectual Property.

All work, reports, writings, ideas, designs, methods, computer software (both object and source code) and data recorded in any form that exist and are owned by Maximus prior to this Agreement, or that are created, developed, written, conceived or made by Maximus or any third party (whether solely or jointly with others) as a result of, or relating specifically to this Agreement, or in the performance of the Services under this Agreement (collectively or separately, "Intellectual Property") are and shall be the exclusive property of Maximus and ownership shall vest in Maximus immediately upon creation. Nothing herein shall be deemed to grant Client any rights to the Intellectual Property except as explicitly stated in this Agreement.

11. Compatible Platforms/Hardware.

To the extent applicable to the Services that will be provided by Contractor, notwithstanding any initial set-up and/or implementation services provided by Maximus at the commencement of the Term, Client is responsible for obtaining, installing and maintaining an appropriate operating environment, including all connectivity and equipment as well as the necessary hardware, operating system software and other items required to access and use the Services (the "Operating Environment"). Maximus will not be responsible for any incompatibility between the Service and Client's Operating Environment or for Client's use of any third-party software, hardware, browsers or other products not specifically recommended or approved by Maximus for Client's use with the Services. Maximus will make written compatibility recommendations available to Client at Client's request, but, for clarity, Client is ultimately responsible for the compatibility and operation of its Operating Environment.

12. Copyright for Contractor's Proprietary Software.

To the extent that the Services provided by Contractor are generated by Contractor's proprietary software, nothing contained herein is intended nor will it be construed to require Contractor to provide such software to Client. Client agrees that it has no claims of ownership, including

copyright, patents or other intellectual property rights to Contractor's software. Nothing in this Agreement will be construed to grant Client any rights to Contractor's materials created prior to the execution of this Agreement. All of the deliverables prepared by Contractor for Client included in the Services are specifically set out in Exhibit A.

13. Contractor Liability if Audited.

Contractor will, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit will be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Contractor will not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

14. Limitation of Liability.

Client agrees that Contractor's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty will not, in the aggregate, exceed USD \$30,750.

In no event will Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Contractor relating to this Agreement must be made in writing and presented to Contractor within one (1) year after the date on which Contractor completes performance of the services specified in this Agreement.

15. Notices.

Any notices, bills, invoices, or reports required by this Agreement will be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

For Maximus:	For Belmont County, Ohio:
Colleen Scott	Jaclynn Smolenak
Consultant	Fiscal Manager
808 Moorefield Park Drive, Suite 205, Richmond, VA 23236	101 W. Main Street Courthouse, St. Clairsville, OH 43950
Phone: 804.323.3535	Phone: 740.699.2155
Fax: 703.251.8240	Fax:
Email: ColleenScott@maximus.com	Email: jsmolenak@belmontcountyohio.org

Any notice sent by certified mail will be deemed to have been given five (5) days after the date on which it is mailed. All other notices will be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

16. Changes.

The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

17. Miscellaneous.

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement will be construed to provide any rights or benefits to any third-party.
- b. If Contractor is requested by Client to produce deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Contractor will execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Contractor's response and related to the reasonable fees of Contractor in responding. The foregoing does not: (1) diminish or negate Contractor's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Contractor is compelled by subpoena from a third party to provide Contractor deliverables, documents, records, working papers, or personnel for testimony or interviews.
- c. The parties intend that Contractor, in performing the Services specified in this Agreement will act as an independent contractor and will have full control of the work and the manner in which it is performed. Contractor and Contractor's employees are not to be considered agents or employees of Client for any purpose.
- d. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- e. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of the provisions of this Agreement.
- f. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof will have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Contractor rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflict terms will have no effect. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

- g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Maximus US Services, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Belmont County, Ohio
By: X Jerry Echemann
Name: JERRY ECHEMANN
J.P. DUTTON JOSH MEYER
Title: BELMONT COUNTY COMMISSIONERS
Date: 11-21-2023

APPROVED AS TO FORM:

McWhirter Assistant Pros. Attorney
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:		
	Mr. Dutton	Yes
	Mr. Echemann	Yes
	Mr. Meyer	Yes

RECESS

OPEN PUBLIC FORUM-Attorney Michael Shaheen spoke on behalf of the residents of Country Lake Estates which consists of 74-75 lots with 65-70 owners. Mr. Shaheen said the condition of the road is no longer acceptable. It prohibits a school bus going up there, until a few months ago they didn't have a right-of-way for internet. Medical vehicles are challenged should the weather be bad. It's not even safe to walk on in some of the areas. Mr. Shaheen presented a petition to the Commissioners for the road to be dedicated as a public road which is governed by Ohio Revised Code Section 5553. He asked the board to review this with the County Engineer. Mr. Shaheen said the residents tried to do this four to five years ago, but was given poor advice and not properly advised legally. The residents are committed personally, financially and emotionally to see this through. They are willing to pay for a survey for a new plat dedication. Mr. Shaheen said the residents have paid just under \$3 million in real estate taxes. He added Richland Township Trustees signed the petition. The township feels very strongly that this needs done, but do not have the money to do it themselves. The developer also signed the petition. When the subdivision was developed a bond was not in place. Mr. Dutton said the County Engineer is a separate elected official. Most of his funding comes from license fees and gas tax. He said it is a difficult situation and because of it they started working on new subdivision regulations. Mr. Dutton said he hopes the new

subdivision regulations would make the same situation difficult to happen again. He has been on the road and has spoken to several residents about the issue. Mr. Dutton said they play a part in a road becoming public or private, but they are not the sole place where that occurs. It also goes through the Engineer’s office and Township Trustees. The township is not willing to take the road as is. Mr. Dutton asked what is the main focus the Commissioners should be looking at for a solution. Mr. Shaheen said these people’s tax dollars are going somewhere. He said there is a duty for them to get something for their tax dollars and it is a duty of the Commissioners as public officials to look for other funding sources. Mr. Shaheen said the residents were told the road would be dedicated a public road when they purchased the property by the realtors. They want the road brought to an acceptable level. Mr. Dutton said they will do their best to get this figured out. Franklin Shaffer, Township Trustee President, said this issue is in all of the townships. When a township gets a road they have to pay to upgrade to proper standard, in the end it falls back on the tax payers. Mr. Shaheen said the cost estimate to fix the drainage and pavement was \$350,000-\$400,000 which came from the County Engineer a few years ago. Mr. Dutton said they will review the information with the County Engineer.

Richard Hord, Martins Ferry, inquired about the jail overcrowding issue. Mr. Meyer said the numbers have been down. Today’s number of inmates is 124. Mr. Hord asked if Treasurer Kathy Kelich’s position on the state’s Land Bank will bring additional dollars to Belmont County. Mr. Echemann said probably not. He said he sits on the county’s Land Bank along with Commissioner Meyer and Ms. Kelich does a fantastic job. Mr. Meyer said 28 properties have been torn down this past year and the goal is 40 properties next year. Mr. Dutton said the former County Home is being demoed now. The former Hab Center was demoed at no cost to the county. Mr. Dutton said an asbestos survey and Phase 1 of the former jail is in the process, but there are no plans at this time for the space.

Chris Krebs, Colerain, said she approached the board at the October 4th meeting asking about a sponsorship fee for Valerie. She was unable to adopt at that time because of having an elderly dog at home. She wrote the check which was dated February 13, 2023. Ms. Krebs asked how often funds get turned in. Mr. Dutton said that is a question for the County Auditor, everything is part of the county audit that is done every year. Ms. Krebs said her check did not clear until February 21st. She feels it should be done more quickly. Mr. Dutton said as processes become more electronic governments are slower to adapt then the private sector and there have been some processes becoming more electronic in Belmont County. Ms. Krebs asked what funds the money goes into. She reviewed a form she had that said \$120 adoption fee and selling fee \$5. She asked what a selling fee is and why divided into two different accounts. Mr. Dutton said he will have to check with the County Auditor. There have been no drastic changes to fees except for an update of the fee structure. Ms. Krebs asked about her sponsorship fee sitting in a fund for another dog since Valerie was euthanized. She said Mr. Meyer told her she could designate another dog to sponsor. Ms. Krebs asked out of the seven dogs euthanized recently how many had sponsorships. Mr. Dutton said he will have to get an answer. He said, in general, he thinks those sponsorship fees would be treated like a donation. Ms. Krebs asked how the public would know how that money was used. Mr. Dutton said it would be just like any other donation the county receives. This is all part of the county audit through the State Auditor’s office. An attendee said she thinks a lot of people that sponsor a dog thinks that dog will be protected until someone adopts it which is obviously incorrect. She feels there should be some separation as to what fees are given as sponsors for adoption fees and not just put into a general fund. Mr. Dutton asked Ms. Krebs if she wouldn’t want her sponsor fee to go to another dog. Ms. Krebs said she wouldn’t have a problem with that, but she wants to know who keeps track of it so if someone comes in and say they need help. She added she knows there is a stigma that if you can’t afford the adoption fee you can’t afford to take care of that animal, but that is not always the case. Mr. Dutton said no one said that is always the case. Mr. Dutton clarified the sponsorship fee would go to another dog if the dog chosen to be sponsored was euthanized. Ms. Krebs asked if the shelter staff know a certain amount of funds are there for adoption fees. She is concerned that if a dog is sponsored and is euthanized the sponsor doesn’t know. Ms. Krebs knew about Valerie because she seen it on Facebook, she feels the shelter staff should notify the sponsor. Mr. Echemann said he will talk to the shelter staff about notifying the sponsors. Mr. Dutton said he will speak with the County Auditor and staff about the fund lines. Ms. Krebs asked who makes the decision about what is put in the minutes that is put on the website. Mr. Dutton said the minutes are presented by the staff and they sign off on them. Ms. Krebs said there was nothing in open public forum for the October 4th meeting about her bringing attention to her sponsoring Valerie. She said that is not full disclosure to the public that cannot attend the meetings. Mr. Dutton said open public forum is an optional part of the agenda. They do it so individuals can come and speak on any issue without having to get on the agenda or give notice. The minutes are a general caption of what occurred during open public forum and what the issue was and general comments. It is not a line by line verbatim transcript. Mr. Dutton added they have extended open public forum at times to accommodate attendees. Ms. Krebs said if she had known that Valerie was going to be euthanized she would have adopted her because her situation had changed.

Note: Clerk Bonnie Zuzak found Ms. Krebs did not attend the October 4th meeting. She attended the October 12th meeting and her comments were in open public forum.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Erin McVay, HR Generalist, 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

Ms. McVay exited executive session and Scott Larkin, Facilities Manager, joined at 10:50 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:56 AM.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:56 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said there is one motion to be considered as a result of executive session.

**IN THE MATTER OF APPROVING MARIO DEFELICE,
FULL-TIME EQUIPMENT OPERATOR AT BELMONT COUNTY
WATER AND SEWER DISTRICT TO START AUTHORIZED
UNPAID FAMILY MEDICAL LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Mario Defelice, full-time Equipment Operator at Belmont County Water and Sewer District, to start authorized unpaid Family Medical Leave, effective November 22, 2023.
Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:00 p.m. with no further business to be had.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:00 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:00 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of November, 2023.

J. P. Dutton /s/_____

Josh Meyer /s/_____ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

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

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK