

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer 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 \$1,400,656.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

G50 LODGING EXCISE TAX

| FROM | TO | AMOUNT |
|---|--|---------------|
| E-1910-G050-G01.000 Convention and Vist | E-1910-G050-G10.000 Colerain Twp | \$33.97 |
| E-1910-G050-G01.000 Convention and Vist | E-1910-G050-G11.000 Mead Township Dist | \$2.01 |
| E-1910-G050-G01.000 Convention and Vist | E-1910-G050-G12.000 Village of Barnesville | \$1.32 |

S30 OAKVIEW JUVENILE REHABILITATION

| FROM | TO | AMOUNT |
|--|-----------------------------------|---------------|
| E-8010-S030-S63.000 General & Other Expenses | E-8010-S030-S40.000 Grant Holding | \$3,200.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

| FROM | TO | AMOUNT |
|---|----------------------------------|---------------|
| E-0051-A001-A10.000 Professional Services | R-2210-E001-E17.574 Transfers In | \$5,833.33 |

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT/BCWSD

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9262-O062-O08.574 Transfers In | \$300,000.00 |

P05 WATER WORKS FUND AND O63 USDA WATER BOND REVENUE FUND/BCWSD

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9263-O063-O06.574 Transfers In | \$24,700.00 |

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS/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 |

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

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-3705-P053-P15.074 Transfers Out | R-9261-O061-O04.574 Transfers In | \$22,000.00 |

W80 PROSECUTOR'S/VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

| FROM | TO | AMOUNT |
|----------------------------|----------------------------------|---------------|
| E-1511-W080-P01.002 Salary | R-0040-A000-A47.574 Transfers In | \$1,250.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 03, 2024****

A00 GENERAL FUND

| | | |
|---------------------|----------------|------------|
| E-0059-A009-A06.000 | Other Expenses | \$6,237.55 |
|---------------------|----------------|------------|

****JANUARY 10, 2024****

Y41 INDIGENT APPLICATION FEES/AUDITOR

| | | |
|---------------------|-----------------|------------|
| E-9841-Y041-Y01.000 | Remit to State | \$64.16 |
| E-9841-Y041-Y02.000 | Remit to County | \$1,151.34 |

Y42 RECOUPMENT FEES INDIGENT/AUDITOR

| | | |
|---------------------|----------------|----------|
| E-9842-Y042-Y01.000 | Remit to State | \$535.00 |
|---------------------|----------------|----------|

****FEBRUARY 07, 2024****

A00 GENERAL FUND

| | | |
|---------------------|---------------|------------|
| E-0131-A006-A04.002 | Salaries-Road | \$1,000.00 |
|---------------------|---------------|------------|

N08 DISASTER RELIEF 4424/ENGINEER

| | | |
|---------------------|--------------|------------|
| E-9008-N008-N06.055 | Construction | \$1,320.00 |
|---------------------|--------------|------------|

S12 PORT AUTHORITY

| | | |
|---------------------|--------------------------|-------------|
| E-9799-S012-S20.000 | Property Sales/Purchases | \$20,000.00 |
|---------------------|--------------------------|-------------|

S30 OAKVIEW JUVENILE REHABILITATION

| | | |
|---------------------|--------------|----------|
| E-8010-S030-S67.004 | Workers Comp | \$119.31 |
|---------------------|--------------|----------|

W80 PROSECUTORS/VICTIM ASSISTANCE PROGRAM

| | | |
|---------------------|--------|------------|
| E-1511-W080-P01.002 | Salary | \$1,250.00 |
| E-1511-W080-P03.000 | Travel | \$14.00 |
| E-1511-W080-P04.000 | Other | \$396.00 |

Y41 INDIGENT APPLICATION FEES/AUDITOR

| | | |
|---------------------|----------------|----------|
| E-9841-Y041-Y01.000 | Remit to State | \$223.68 |
|---------------------|----------------|----------|

Y42 RECOUPMENT FEES INDIGENT/AUDITOR

| | | |
|---------------------|----------------|----------|
| E-9842-Y042-Y01.000 | Remit to State | \$200.39 |
|---------------------|----------------|----------|

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated February 7, 2024, 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. Echemann | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR NOVEMBER 2023 AND MONTHLY FINANCIAL REPORT FOR JANUARY 2024

Motion to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Final Sales & Use Tax Distribution Report for the month of November 2023.
- Monthly Financial Report for the month of January 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF JANUARY 2024

Motion to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the month of January 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:

COMMISSIONERS-Jerry Echemann to New Martinsville, WV, on February 15, 2024, to attend the Belomar Quarterly Regional Council meeting. A county vehicle will be used for travel.

DJFS-John Regis, Jr. to Lewis Center, OH, on March 14-15, 2024, to attend the OJFSDA General Session. Estimated expenses: \$439.18.

Nicole Couch to Sugar Creek, OH, on March 26-29, 2024, to attend the Eastern Ohio Leadership conference. Estimated expenses: \$611.00.

John Regis, Jr. to Columbus, OH, on May 8-10, 2024, to attend the OJFSDA General Session. Estimated expenses: \$1,114.10. John Regis, Jr. to Cadiz, OH, on July 2, 2024, to attend the ECODA Fiscal meeting. Estimated expenses: \$38.86.

HR DEPARTMENT-Hannah Warrington to Savannah, GA, on April 7-11, 2024, to attend the NPELRA Annual Training Conference. Estimated expenses: \$2,205.00.

TREASURER-Kathy Kelich to Columbus, OH, on May 14-16, 2024, to attend the County Treasurer's Association Spring Conference. Estimated cost: \$900.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 31, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement: The Martins Ferry Public Library located at 20 S. 5th Street will host a Meet the Candidates of Ohio's 6th Congressional District Monday, February 12, 2024 at 6:00 p.m.

IN THE MATTER OF HIRING CHLOE DAVIS AS FULL-TIME HOUSEKEEPING/MAINTENANCE EMPLOYEE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Chloe Davis as a full-time Housekeeping/Maintenance employee at Belmont County Building and Grounds, effective February 12, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DAVID BRANDON
AS FULL-TIME FLEET AND ROUTE MANAGER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of David Brandon as a full-time Fleet and Route Manager at Senior Services of Belmont County, effective February 12, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JOAN SHEPPARD
AS FULL-TIME UNIT SUPPORT WORKER-FLOATER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Joan Sheppard as a full-time Unit Support Worker-Floater at Belmont County Senior Services, effective February 12, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING KAYLA DEEM AS FULL-TIME DIVISIONAL
COURT DEPUTY CLERK/EASTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Kayla Deem as a full-time Divisional Court Deputy Clerk at Belmont County Eastern Divisional Court, effective February 8, 2024, pay grade 3 step 1.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING CHEYANNE CORNISH
AS FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Cheyanne Cornish as a full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective February 8, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE DEDICATION OF
COUNTRY LAKE DR. LOCATED IN RICHLAND
TOWNSHIP, SEC. 23, T-7, R-4/RD. IMP. 1194**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the following Public Road Petition for the dedication of Country Lake Dr. located in Richland Township, Sec.23, T-7, R-4 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed dedication hereinafter known as Road Improvement #1194 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.045
WITH PETITION
Belmont County, Ohio**

**2-2-2024
IMP-1194**

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the dedication of a Country Lake Dr. Richland Twp Sec. 23, T-7, R-4 A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for dedicating such road, the same not being a road on the State Highway System. The following is the general route and termini of said road:

Dedication of Country Lake Drive formerly platted in Cabinet E. Slide 197 & 198. Beginning at the intersection of Twp Rd 99 (Hammond Rd.) in the width of 40'

PUBLIC ROAD PETITION

| NAME (SIGN & PRINT) | TAX MAILING ADDRESS (PLEASE PRINT) |
|------------------------------|------------------------------------|
| <u>Edwin Ehni /s/</u> | <u>9 Franklin Dr</u> |
| <u>Edwin Ehni</u> | <u>Bridgeport, Ohio 43912</u> |
| <u>Laurie Armstrong /s/</u> | <u>45990 Country Lake Dr,</u> |
| <u>Laurie Armstrong</u> | <u>St. Clairsville, Ohio 43950</u> |
| <u>Kevin Sacco /s/</u> | <u>46010 Country Lake Dr</u> |
| <u>Kevin Sacco</u> | <u>St. Clairsville, Ohio 43950</u> |
| <u>Lori Sacco /s/</u> | <u>46010 Country Lake Dr</u> |
| <u>Lori Sacco</u> | <u>St. Clairsville, Ohio 43950</u> |
| <u>Dennis A Sullivan /s/</u> | <u>46020 Country Lake Dr</u> |
| <u>Dennis A. Sullivan</u> | <u>St. Clairsville, Ohio 43950</u> |
| <u>Janet L. Sullivan /s/</u> | <u>46020 Country Lake Dr</u> |
| <u>Janet L. Sullivan</u> | <u>St. Clairsville, Ohio 43950</u> |
| <u>Jennifer J. Ault /s/</u> | <u>46021 Country Lake Dr</u> |

February 7, 2024

| | |
|----------------------------------|-----------------------------|
| Jennifer J. Ault | St. Clairsville, Ohio 43950 |
| <i>Timothy P. Ryder /s/</i> | 46030 Country Lake Dr |
| Timothy P. Ryder | St. Clairsville, Ohio 43950 |
| <i>Michelle M. Ryder /s/</i> | 46030 Country Lake Dr |
| Michelle M. Ryder | St. Clairsville, Ohio 43950 |
| <i>Donna A. Trosch /s/</i> | 46031 Country Lake Dr |
| Donna A. Trosch | St. Clairsville, Ohio 43950 |
| <i>Sharon A. Marconi /s/</i> | 46050 Country Lake Dr |
| Sharon A. Marconi | St. Clairsville, Ohio 43950 |
| <i>William C. Perry /s/</i> | 46060 Country Lake Dr |
| William C. Perry | St. Clairsville, Ohio 43950 |
| <i>Amy Perry /s/</i> | 46060 Country Lake Dr |
| Amy B. Perry | St. Clairsville, Ohio 43950 |
| Jason G. Davenport | 46070 Country Lake Dr. |
| <i>Jason G. Davenport /s/</i> | St. Clairsville, Ohio 43950 |
| Francine L. Davenport | 46070 Country Lake Dr. |
| <i>Francine L. Davenport /s/</i> | St. Clairsville, Ohio 43950 |
| <i>John J. Jaskowiak Jr. /s/</i> | 46100 Country Lake Dr |
| John J. Jaskowiak Jr. | St. Clairsville, Ohio 43950 |
| <i>Traci E. Jaskowiak /s/</i> | 46100 Country Lake Dr |
| Traci E. Jaskowiak | St. Clairsville, Ohio 43950 |
| <i>Steve Matthews /s/</i> | 46120 Country Lake Dr |
| Steve Matthews | St. Clairsville, Ohio 43950 |
| <i>Nicole Matthews /s/</i> | 46120 Country Lake Dr |
| Nicole Matthews | St. Clairsville, Ohio 43950 |
| <i>Dorothy M. Prokes /s/</i> | 46121 Country Lake Dr |
| Dorothy M. Prokes | St. Clairsville, Ohio 43950 |
| <i>Scott A. Richards /s/</i> | 46130 Country Lake Dr |
| Scott A. Richards | St. Clairsville, Ohio 43950 |
| <i>Melissa Richards /s/</i> | 46130 Country Lake Dr |
| Melissa Richards | St. Clairsville, Ohio 43950 |
| <i>Steven R. Moore /s/</i> | 46140 Country Lake Dr |
| Steven R. Moore | St. Clairsville, Ohio 43950 |
| <i>Danielle M. Moore /s/</i> | 46140 Country Lake Dr |
| Danielle M. Moore | St. Clairsville, Ohio 43950 |
| <i>Larry R. Boyer /s/</i> | 46160 Country Lake Dr |
| Larry R. Boyer | St. Clairsville, Ohio 43950 |
| <i>Sylvia S. Boyer /s/</i> | 46160 Country Lake Dr |
| Sylvia S. Boyer | St. Clairsville, Ohio 43950 |
| <i>Joshua T. Wade /s/</i> | 46181 Country Lake Dr |
| Joshua T. Wade | St. Clairsville, Ohio 43950 |
| <i>Katrina Wade /s/</i> | 46181 Country Lake Dr |
| Katrina Wade | St. Clairsville, Ohio 43950 |
| Michael J Scarnecchia | 46190 Country Lake Dr |
| <i>Michael J. Scarnecchia</i> | St. Clairsville, Ohio 43950 |
| <i>Quy Hoang /s/</i> | 46191 Country Lake Dr. |
| Hoang Quy Etal 1 | St. Clairsville, Ohio 43950 |
| ? /s/ | 46201 Country Lake Dr. |
| Nguyen Thang Van | St. Clairsville, Ohio 43950 |
| <i>Terry R. Kennon /s/</i> | 46210 Country Lake Dr |
| Terry R. Kennon | St. Clairsville, Ohio 43950 |
| <i>Diane L. Kennon /s/</i> | 46210 Country Lake Dr |

February 7, 2024

| | |
|----------------------------|-----------------------------|
| Diane L. Kennon | St. Clairsville, Ohio 43950 |
| ? /s/ | 46211 Country Lake Dr. |
| Nguyen Thang Van | St. Clairsville, Ohio 43950 |
| Gregory Ganzer /s/ | 46230 Country lake Dr |
| Gregory Ganzer | St. Clairsville, Ohio 43950 |
| Brian K. Calvert /s/ | 46231 Country Lake Dr |
| Brian K. Calvert | St. Clairsville, Ohio 43950 |
| Tori J. Calvert /s/ | 46231 Country Lake Dr |
| Tori J. Calvert | St. Clairsville, Ohio 43950 |
| Andrew Poindexter /s/ | 46250 Country Lake Dr |
| Andrew A Poindexter | St. Clairsville, Ohio 43950 |
| Shauna M. Poindexter /s/ | 46250 Country Lake Dr |
| Shauna M. Poindexter | St. Clairsville, Ohio 43950 |
| Marcia L. Kurtzman /s/ | 46261 Country Lake Dr |
| Marcia L. Kurtzman | St. Clairsville, Ohio 43950 |
| Franklin Kurtzman /s/ | 46261 Country Lake Dr |
| Franklin P. Kurtzman | St. Clairsville, Ohio 43950 |
| Joshua D. Snodgrass /s/ | 46270 Country Lake Dr |
| Joshua D. Snodgrass | St. Clairsville, Ohio 43950 |
| Talia M. Snodgrass /s/ | 46270 Country Lake Dr |
| Talia M. Snodgrass | St. Clairsville, Ohio 43950 |
| Edward Smith /s/ | 46281 Country Lake Dr |
| Edward Smith | St. Clairsville, Ohio 43950 |
| Robert W. Gallentine /s/ | 46290 Country Lake Dr |
| Robert W. Gallentine | St. Clairsville, Ohio 43950 |
| Cindy Gallentine /s/ | 46290 Country Lake Dr. |
| Cindy Gallentine | St. Clairsville, Ohio 43950 |
| David W. Carter /s/ | 46300 Country Lake Dr |
| David W. Carter | St. Clairsville, Ohio 43950 |
| K J Carter /s/ | 46300 Country Lake Dr |
| Kelly J. Carter | St. Clairsville, Ohio 43950 |
| Kevin T. King | 46301 COUNRTY LAKE DR. |
| Kevin T. King /s/ | ST. CLAIRSVILLE OH 43950 |
| Deatrice M. King /s/ | 46301 Country Lake Dr |
| DEATRICE M. KING | St. Clairsville, OH 43950 |
| Gary Custer /s/ | 46310 Country Lake Dr |
| Gary Custer | St. Clairsville, Ohio 43950 |
| Katharyn E. Case /s/ | 46320 County Lake Dr |
| Katharyn E Case | St. Clairsville, Ohio 43950 |
| Randolph H. Proctor /s/ | 46350 Country Lake Dr |
| Randolph H. Proctor | St. Clairsville, Ohio 43950 |
| Janice Proctor /s/ | 46350 Country Lake Dr |
| Janice Proctor | St. Clairsville, Ohio 43950 |
| Trent M. Schumacher /s/ | 46351 Country Lake Dr |
| Trent M. Schumacher | St. Clairsville, Ohio 43950 |
| Brittany S. Schumacher /s/ | 46351 Country Lake Dr |
| Brittany S. Schumacher | St. Clairsville, Ohio 43950 |
| Chad S. Smith /s/ | 46360 Country Lake Dr |
| Chad S. Smith | St. Clairsville, Ohio 43950 |
| Lisa M. Smith /s/ | 46360 Country Lake Dr |
| Lisa M. Smith | St. Clairsville, Ohio 43950 |
| Darlene S. Graham /s/ | 46361 Country Lake Dr |

February 7, 2024

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|------------------------------|-----------------------------|
| Darlene S. Graham | St. Clairsville, Ohio 43950 |
| <i>Paul Graham /s/</i> | 46361 Country Lake Dr |
| Paul Graham | St. Clairsville, Ohio 43950 |
| ? /s/ | 46370 Country Lake Dr |
| Nguyen Thang Van | St. Clairsville, Ohio 43950 |
| <i>Zechariah David /s/</i> | 46371 Country Lake Dr |
| Zechariah David | St. Clairsville, Ohio 43950 |
| <i>Alfred Maranzana /s/</i> | 46380 Country lake Dr |
| Alfred Maranzana | St. Clairsville, Ohio 43950 |
| <i>Ray Bauer /s/</i> | 46381 Country Lake Dr |
| Ray Bauer | St. Clairsville, Ohio 43950 |
| <i>Gregory A. Dunfee /s/</i> | 46390 Country Lake Dr |
| Gregory A. Dunfee St. | St. Clairsville, Ohio 43950 |
| <i>Michele R. Dunfee /s/</i> | 46390 Country Lake Dr |
| Michele R. Dunfee | St. Clairsville, Ohio 43950 |
| <i>Brent Kirk /s/</i> | 46410 Country Lake Dr. |
| Brent Kirk | St. Clairsvill, Ohio 43950 |
| <i>Azhia Kirk /s/</i> | 46410 Country Lake Dr. |
| Azhia Kirk | St. Clairsville, Ohio 43950 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE DEDICATION
OF COUNTRY LAKE DRIVE
RICHLAND TWP. SEC. 23, T-7, R-4/RD IMP 1194**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1194**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 7th day of February, 2024 at the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Meyer
Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to dedicate Country Lake Drive, Richland Township, Section 23, T-7, R-4.

RESOLVED, That the 28th day of February, 2024 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed dedication, on which date we will meet at the site and go over the line of said proposed improvement weather permitting; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed dedication.

Mr. Meyer seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted February 7, 2024

Bonnie Zuzak /s/
Clerk, Belmont County, Ohio

- "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
- "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
- Insert "a part of," if so.

**IN THE MATTER OF THE DEDICATION OF]
COUNTRY LAKE DRIVE]
RICHLAND TWP, SEC. 23, T-7, R-4/RD IMP 1194]**

**[BEL. CO. COMMISSIONERS
[COURTHOUSE**

[ST. CLAIRSVILLE, OH 43950

[DATE: February 7, 2024

NOTICE OF PUBLIC ROAD VIEWING

Revised Code Sec. 5553.05

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To Matthew Berher, F.O., Richland Township, 124 West Main Street, St. Clairsville, OH 43950 and the owner(s) of property abutting road petitioned for dedication.

You are hereby notified that the 28th day of February, 2024 at 12:00 o'clock P.M., has been fixed as the date when and the site as the place where said Board will view the proposed dedication weather permitting. The date of the hearing will be set at a later time.

By order of the Belmont County Commissioners.

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

Mail by certified return receipt requested.
cc: Township Trustees
Gene Wells, ODNR

Adjacent Property Owners

IN THE MATTER OF APPROVING PURCHASE OF ONE 2024 FORD TRANSIT VAN FROM HILL INTERNATIONAL TRUCKS, LLC/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one 2024 Ford Transit Van from Hill International Trucks, LLC, in the amount of \$67,875.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This is a replacement vehicle and will be used for the purpose of senior center transportation and will be paid from the main operating account.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT FOR PURCHASE OF PERFORMANCE OF SERVICES HOMEMAKER/PERSONAL CARE SERVICES/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Agreement for Purchase of Performance of Services with the following providers, on behalf of Senior Services of Belmont County, for Homemaker/Personal Care Services effective March 1, 2024 through February 28, 2025 (with option to renew), based upon the recommendation of Lisa Kazmirski, Executive Director:

| <u>PROVIDER</u> | <u>HOURLY RATE</u> |
|---|--------------------|
| Just Right Home Care, Inc. | \$29.00 per hour |
| Addus HealthCare (South Carolina), Inc. | \$28.96 per hour |

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services**

March 1, 2024– February 28, 2025 (with Option to renew additional year)

This contract (“Contract”) is entered into as of the 1st day of **March, 2024**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSBOC”) and Just Right Homecare, Inc. (“Contractor”), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC’s homemaker and personal care services program (“Clients”) during the period beginning March 1, 2024 through February 28, 2025, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

| | |
|--------------------|---|
| Purchaser: | The Belmont County Board of County Commissioners d/b/a Senior Services of Belmont County 101 West Main Street St Clairsville, Ohio 43950 |
| Contractor: | Just Right Homecare, Inc. 2197 National Road Wheeling, WV 26003 |

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2024 and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2025, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2025. The renewal or extension may not extend beyond February 28, 2026.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples (but not limited to) of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor’s personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client (“consumer”) (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living (“ADL’S) and instrumental activities of daily living (“IADL’s). Examples (but not limited to) of components of personal care service are:

- a. Tasks that are components of a personal care service; if the tasks are specified in the Client’s consumer’s care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client’s family (the tasks include routine meal-related tasks, routine household tasks, and routine

- transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL's and IADL's; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks.

With Purchaser's permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.'s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract. Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBoc) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.
5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBoc.
7. Contractor may not contract with the Clients for other services without SSBoc's permission.

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBoc or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBoc or otherwise, to fund this Contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or SSBoc;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBoc, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay twenty-nine dollars (\$29.00) per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or audit exception by federal, State of Ohio, or local audit directly related to the performance of this Contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If 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.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

Notice as required under this Contract 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.

14. 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 Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. 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.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. 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 and does not violate 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 Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBoc or otherwise), or other county employees involved in the negotiation of this Contract 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.

17. 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 Purchaser's policy in the performance of work under this Contract.

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

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractor's compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. 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 or Belmont County.

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. 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.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does

not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2024 are governed by this Contract.

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.

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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 when possible.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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 Belmont County's Ohio Works First customers.

31. 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.

32. COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of 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.

35. 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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBoc's efforts to qualify the County's homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page to follow:

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBoc

| | |
|---|---------------------|
| <u>Jerry Echemann /s/</u> | <u>2-7-24</u> |
| Jerry Echemann, President | Date |
| Belmont County Commissioners | |
| <u>Josh Meyer /s/</u> | <u>2/7/24</u> |
| Josh Meyer, Vice President | Date |
| Belmont County Commissioner | |
| <u>J. P. Dutton /s/</u> | <u>2/7/24</u> |
| J.P. Dutton | Date |
| Belmont County Commissioner | |
| | |
| <u>Lisa Kazmirski /s/</u> | <u>2/1/2024</u> |
| Lisa Kazmirski, Executive Director | Date |
| Senior Services of Belmont County | |
| FOR JUST RIGHT HOMECARE, INC. | |
| <u>Janice L. Ross /s/</u> | <u>012424</u> |
| Janice L. Ross, President | Date |
| APPROVED AS TO FORM | |
| <u>Jacob Manning /s/</u> | <u>Feb. 6, 2024</u> |
| Jacob Manning | Date |
| Assist. Belmont County Prosecutor | |

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services**

March 1, 2024– February 28, 2025 (with Option to renew additional year)

This contract ("Contract") is entered into as of the 1st day of **March, 2024**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** ("Purchaser" or "SSOBC") and Addus Healthcare, Inc. d/b/a Addus HomeCare ("Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBoc, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBoc's homemaker and personal care services program ("Clients") during the period beginning March 1, 2024 through February 28, 2025, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: Addus Healthcare, Inc. d/b/a Addus HomeCare
2300 Warrenville Road, Suite 100
Downers Grove, IL 60515-1765

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2024 and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBoc and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2025, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2025. The renewal or extension may not extend beyond February 28, 2026.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of

homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples (but not limited to) of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor's personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client ("consumer") (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples (but not limited to) of components of personal care service are:

- a. Tasks that are components of a personal care service; if the tasks are specified in the Client's consumer's care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client's family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL's and IADL's; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks.

With Purchaser's permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.'s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract. Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.
5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.
7. Contractor may not contract with the Clients for other services without SSBOC' permission.

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay twenty-eight dollars and ninety-six cents (\$28.96) per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or audit exception by federal, State of Ohio, or local audit directly related to the performance of this Contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If 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.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

Notice as required under this Contract 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.

14. 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 Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. 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.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enter into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. 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 and does not violate 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 Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBOC or otherwise), or other county employees involved in the negotiation of this Contract 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.

17. 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 Purchaser's policy in the performance of work under this Contract.

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

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this Contract or this Contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractor's compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;
Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;
Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;
Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and
Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. 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 or Belmont County.

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. 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.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2024 are governed by this Contract.

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.

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue this Contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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 when possible.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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 Belmont County’s Ohio Works First customers.

31. 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.

32. COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of 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.

35. 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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBoc’s efforts to qualify the County’s homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBoc

| | |
|--|-----------------|
| <u>Jerry Echemann /s/</u> | <u>2-7-24</u> |
| Jerry Echemann, President | Date |
| Belmont County Commissioners | |
| <u>Josh Meyer /s/</u> | <u>2/7/24</u> |
| Josh Meyer, Vice President | Date |
| Belmont County Commissioner | |
| <u>J. P. Dutton /s/</u> | <u>2/7/24</u> |
| J.P. Dutton | Date |
| Belmont County Commissioner | |
| <u>Lisa Kazmirski /s/</u> | <u>2/1/2024</u> |
| Lisa Kazmirski, Executive Director | Date |
| Senior Services of Belmont County | |
| FOR ADDUS HEALTHCARE, INC. d/b/a ADDUS HOMECARE | |
| <u>Darby Anderson /s/</u> | <u>2/1/2024</u> |
| | Date |

APPROVED AS TO FORM

| | |
|--------------------------|---------------------|
| <u>Jacob Manning /s/</u> | <u>Feb. 6, 2024</u> |
| Jacob Manning | Date |

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE VEHICLE USE AGREEMENT BETWEEN BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE UNION LOCAL SCHOOL DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the Vehicle Use Agreement between the Belmont County Board of Developmental Disabilities and the Union Local School District, effective February 7, 2024 through May 24, 2024, for the use of a vehicle to transport students with disabilities who use wheelchairs.

**VEHICLE USE AGREEMENT
between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
UNION LOCAL SCHOOL DISTRICT**

This Vehicle Use Agreement is entered into on the 7th day of February 2024, by and between the Belmont County Board of Developmental Disabilities (hereinafter "County Board") and the Union Local School District (hereinafter referred to as "School District"), collectively referred to as the Parties, both of whom agree to be bound by this Agreement.

I. PURPOSE

The Purpose of this Agreement is for the use of a vehicle owned by the Belmont County Board of Commissioners, identified as County Board Bus 21, by the Union Local School District for the purpose of transporting students with disabilities who use wheelchairs.

II. TERMS OF USE

- A. This Agreement begins on February 7, 2024, and remains in full force and effect through the end of the School District's academic year, which is May 24, 2024, and upon return of the vehicle to the County Board property.
- B. The School District agrees to provide liability and physical damage coverage under its own insurance coverage and will name the Belmont County Board of County Commissioners as an additional insured.
- C. The School District shall assume all liability associated with use of the vehicle loaned by the County Board and agrees to indemnify and hold harmless the Board of County Commissioners and the County Board from and against all loss, liability or damage for injuries to persons or property sustained while exercising the terms of this Agreement.
- D. The School District agrees to add the Belmont County Board of County Commissioners as an additional insured to its insurance policy.
- E. The School District agrees to have a licensed, fully insured driver operate the vehicle while it is in the School District's possession.
- F. The School District agrees to obey all traffic laws and regulations while operating the County Board vehicle.
- G. The School District will return the Vehicle at the end of the academic year unless the Agreement is terminated earlier.

III. DAMAGE OR LOSS

As permitted by law, the School District will be responsible for risk of theft, damage, loss or destruction of the Vehicle from any and every cause. If while in the School District's possession the Vehicle becomes damaged, the School District agrees to pay for any and all costs of repair, up to the current value of the Vehicle. If while in the School District's possession, the Vehicle becomes lost, the School District agrees to pay the Board of County Commissioners and County Board its current value.

IV. INSURANCE COVERAGE

- A. The School District shall provide the County Board with evidence of insurance coverage that includes liability insurance for vehicles operated by the School District.
- B. The School District shall further indemnify the Board of County Commissioners and County Board against and hold them harmless from any and all claims, suits, damages (including compensatory and punitive damages) or causes of action against the Board of County Commissioners and the County Board which are the direct and proximate result of negligent and/or intentional acts and/or omissions on the part of the School District, arising out of the School District's actions while the Vehicle is in the School District's possession and for costs for the defense of such claims, suits, damages or causes of action.

V. GOVERNING LAW AND JURISDICTION

The parties agree that this Agreement shall be governed by Ohio law.

VI. NON-DISCRIMINATION POLICY

Both parties agree that they shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status, in any of its activities or operations.

VII. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties.

VIII. SIGNATURES

| | |
|---|--------------|
| BELMONT COUNTY COMMISSIONERS | |
| <i>Jerry Echemann /s/</i> | 2-7-24 |
| Commissioner Jerry Echemann | Date |
| <i>J. P. Dutton /s/</i> | 2/7/24 |
| Commissioner J.P. Dutton | Date |
| <i>Josh Meyer /s/</i> | 2/7/24 |
| Commissioner Josh Meyer | Date |
| BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES | |
| 68421 Hammond Road, St. Clairsville, OH 43950 | |
| 740-695-0233 | |
| <hr/> | |
| Gloria Llewellyn, Superintendent | DATE |
| UNION LOCAL SCHOOL DISTRICT | |
| 66779 Belmont-Morristown Road, Belmont, OH 43718 | |
| <hr/> | |
| Zac Shutler, Superintendent | DATE |
| <i>Approved as to form.</i> | |
| <i>Jacob Manning /s/ Assistant Prosecutor</i> | Feb. 9, 2024 |
| Kevin Flanagan, Prosecutor | DATE |

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSALS FROM ERB ELECTRIC COMPANY/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the following proposals from ERB Electric Company for the Belmont County Jail:

- Furnish and install 10 RAB A17XFU150 light heads on existing light poles, in the amount of \$5,288.00.
- Furnish and install 16 RAB WP2XFU80 wall packs in place of existing wall packs, in the amount of \$6,175.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM GUARD1/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal, in the amount of \$30,162.17, from Guard1 for the Guard1 Real Time Platform system and on-site training at the Belmont County Jail; fee for the annual maintenance after the first year is \$8,945.00, based upon the recommendation of Sheriff Dave Lucas.

Note: This will replace the current system and Commissary funds will be used to pay for all costs associated with this system

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE DIGITAL DISPLAY
PLACEMENT AGREEMENT WITH BAUMY MEDIA LLC/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into and sign the Digital Display Placement Agreement, for a three-year term, by and between Baumy Media, LLC and Belmont County Sheriff's Office to install and maintain one or more kiosk-style digital displays at the Belmont County Jail, based upon the recommendation of Sheriff Dave Lucas.

Note: There is no cost to the county. The vendor will generate revenue for this service from vendors who may want to advertise on this display.

DIGITAL DISPLAY PLACEMENT AGREEMENT (revised 08.15.2022)



This DIGITAL DISPLAY PLACEMENT AGREEMENT ("Agreement") is made and entered into as of this 7th day of FEB, 2024 (the "Effective Date"), by and between Baummy Media, LLC ("BM"), and Belmont County Sheriff's Office ("Location") (the "Parties"). This Agreement will not take effect unless and until BM's authorized representative signs below.

1. **AGREEMENT.** Location hereby grants to BM an exclusive license to install and maintain one or more kiosk-style digital displays with branded wrap and related equipment ("Display") in Location's properties (the "Site(s)"), as more specifically identified in the attached Site Addendum.
2. **TERM; RENEWAL.** The initial service term of this Agreement begins on the latter of (i) the date when the Display is first installed or (ii) the date when this Agreement has been fully executed by all parties (the "Installation Date") and continues for thirty-six (36) months thereafter (the "Initial Term"). **The Initial Term of this Agreement, and any subsequent Renewal Term(s), will renew upon the same terms and conditions applicable to the Initial Term, for a period of thirty-six (36) months (each a "Renewal Term") unless either party provides the other with a written notice terminating this Agreement at least ninety (90) days, but no earlier than one hundred eighty (180) days, prior to the expiration of the then-current Term. Nevertheless, both Parties remain bound by this Agreement between the Effective Date and the Installation Date (the "Executory Period"). As used herein, "Term" means the Executory Period, the Initial Term, and any Renewal Terms.**
3. **INSTALLATION AND OPERATION.** BM shall have the right to select location(s) within the Sites, subject to Location's approval that shall not be unreasonably withheld, to maximize benefits to visitors. BM or its authorized agent(s) will install the Display at each Location. Location must ensure the Display remains unobstructed and clearly visible at all times.
4. **REVENUE.** BM will operate the Display and collect all revenues generated. BM has sole authority and discretion to set and change the placement, pricing, duration, and options of an advertisement.
5. **LOCATION RIGHTS AND OBLIGATIONS.** (1) Location will provide electricity, at its sole expense, through a standard-type three prong outlet and 110 Volt, 15 Amp, grounded circuit, dedicated to and located within three feet of each Display. Location will not allow access to the internal parts of the Display by persons other than BM or BM's authorized servicing agents. (2) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Location, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, contract or agreement (subject to any applicable consent), order, law or regulation to which Location is a Party or which is otherwise applicable to Location. (3) Location will wipe down the Display with suitable non-abrasive cleaning agents and supplies, as needed; (4) Location shall provide a current list of its approved bail bonding agencies each month and BM will post updates in the directory on the Display within (30) days of receiving the list; (5) Location shall have the option to enable In-House Public Messaging, which would scroll any message chosen by Location across the bottom of the Display screen, and BM will provide reasonable training on the use of this feature; (6) Location will provide suitable internet service to the Display if the built-in cellular communications service is not consistently suitable at the Location due to placement or other cause; (7) Location shall permit the Display to be secured to the floor or wall, as BM may deem appropriate based on the particular placement of the Display and other factors..
6. **BM RIGHTS AND OBLIGATIONS.** BM will, without additional charge to Location: (1) provide all parts and supplies necessary for the Display; (2) provide all routine maintenance and normal repairs of the Display; (3) BM reserves the right to update, upgrade or replace any Display, at BM's expense, to comply with any applicable laws or regulations, or for the purpose of adding additional services (e.g., phone charging, beacons, and other future services or features) and BM shall be entitled to all revenues generated by any such additional service offerings; (4) BM may place customer support stickers, branding or other information on the Display as appropriate, and shall have approval rights over any branded wrap design proposed by the Location, such approval not to be unreasonably withheld
7. **INNAPPROPRIATE CONTENT.** BM shall not allow any obscene, vulgar, or pornographic language or graphic content, nor any depictions of or advertisements for tobacco products, on the Display. The Location may require BM to immediately remove any content that violates this paragraph. In the event inappropriate content is displayed as the result of hacking or other malicious third-party actions, BM will make every effort to remove the inappropriate content as soon as possible. The Location hereby holds BM harmless in relation to any claims, actions or other consequences of such malicious third-party activity. Except as prohibited by this paragraph, BM shall have exclusive authority to approve Display content.
8. **RIGHT OF FIRST REFUSAL & MATCH.** Location grants to BM a right of first refusal and right to match any offers by any digital display equipment manufacturers, sellers, distributors or service providers during the Term of this Agreement and for 12 months after termination.
9. **TITLE TO DISPLAY.** BM retains title to Display and may file a UCC-1 financing statement with the appropriate state or county offices to identify and protect its interest in the Display and contents.
10. **REMOVAL OF DISPLAY.** BM may remove the Display from the Site(s) immediately upon termination of this Agreement, without notice to Location. Location may not move or modify the Display without BM's written authorization. After a Display has been installed by BM, if Location asks BM to move, reinstall or relocate a Display, either temporarily or permanently, for any reason, any expenses incurred by BM shall be the responsibility of the Location and such expense shall be due BM upon receipt of a corresponding invoice. BM is not required to restore the walls, floors, utilities or any other part of the Site(s) to the pre-installation condition, nor reimburse Location for its restoration costs, regardless of cause. If Location desires to temporarily remove a Display from service or relocate a Display to an area of the location that is significantly less convenient or less visible to patrons ("Disruption"), Location shall notify BM in writing and seek approval prior to any Disruption, which BM will not unreasonably withhold if good cause is shown. If any Disruption lasts longer than thirty (30) days, Location shall either allow BM to relocate the Display to a new location acceptable to BM in its sole subjective discretion, or start paying liquidated damages, calculated pursuant to Paragraph 16, without respect to the default cure period provisions therein, starting on the 31st day of any BM-approved Disruption. Location shall also owe said liquidated damages for the entire duration of any Disruption not pre-approved by BM. Further, if any Disruption lasts more than fifteen (15) days, the Term of this Agreement shall be automatically extended by the duration of the Disruption. Location shall give BM prompt written notice of the start and conclusion dates of any Disruption.
11. **NO COMPETING EQUIPMENT.** Location will not allow any other digital advertisement system of any type, form or function, to be installed on, or within, the Site(s) or adjacent facilities owned or leased by Location.
12. **TERMINATION BY BM.** In consideration of providing use of the Display to Location free of charge, BM may terminate this Agreement, in whole or as to any individual Site(s), by sending Notice to the Location if: (1) if BM reasonably determines, in its own discretion, that the Display is not sufficiently profitable for continued operation; (2) the safety and the security of the Display location fails to meet BM's standards; or (3) any federal or state legislation or regulation(s), or an order or ruling of a court of competent jurisdiction, contains terms or conditions which materially and adversely affect this Agreement, its profitability to BM or the ability of either Party to perform their respective responsibilities as set forth herein.

Location Initials: _____ **6565 SAINT CLAUDE AVE. ♦ ARABI, LOUISIANA 70032**

13. **DEFAULT.** If either Party is in breach of any of its duties, covenants or undertakings under this Agreement, and has not remedied the same within thirty (30) days after receiving Notice of same from the other Party, except with regard to termination under Section 12, *Termination by BM*, for which no notice or opportunity to cure is required, the non-defaulting Party may thereafter terminate this Agreement by giving Notice of termination to the other Party.
14. **WAIVER.** BM is not liable to Location for injury to Location's business, including loss of commissions, loss of income and/or other damages due to, or arising from: (1) BM's reasonable and proper termination of this Agreement; or (2) any mechanical failure, communication failure, cyber theft, hacking, failure of a third-party, power failure, or any other circumstance resulting in loss of use of the Display.
15. **INTENTIONALLY DELETED**
16. **ATTORNEYS' FEES AND COSTS.** In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing party is entitled to recover from the other Party all related costs and reasonable attorneys' fees incurred, including but not limited to all investigations, trials, bankruptcies, collections and appeals.
17. **LIQUIDATED DAMAGES.** If Location breaches this Agreement in a way that materially impacts the revenue BM would otherwise be expected to receive, and the breach continues for more than ten (10) days after Location becomes aware or should have become aware of the breach, Location shall owe to BM, as liquidated damages and not as a penalty, an amount equal to BM's average daily net share of Revenue under this Agreement during the previous three (3) full monthly accounting periods before the period when the breach began, for each day Location remains in breach.
18. **NO FINANCIAL REPRESENTATIONS.** Location acknowledges BM has not made any warranties, guarantees or representations as to the actual transactions volume, revenues or expenses of the Display.
19. **BINDING EFFECT.** This Agreement shall bind the Parties, their personal representatives, successors, and assigns.
20. **CHOICE OF LAW.** In all respects, including, without limitation, matters of construction, validity, and performance, this Agreement, and the obligations arising hereunder, shall be governed by and construed in accordance with substantive, procedural, and constitutional laws of the State of Ohio applicable to contracts made and performed in such State, and any applicable law of the United States of America, regardless of other choice of law considerations.
21. **JURISDICTION; VENUE.** In any action or suit brought to enforce this Agreement, Location expressly consents to the jurisdiction of the courts of the State of Ohio over the person of Location and to exclusive venue in Ohio
22. **CLASS ACTION WAIVER; NO JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES (a) ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST THE OTHER PARTY IN ANY CAPACITY, AND (b) ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.
23. **SEVERABILITY.** Each provision of this Agreement is to be considered severable. If any provision(s) are determined to be invalid and contrary to existing or future law, such invalidity shall not impair the operation of or otherwise affect those portions of this Agreement which are valid, and this Agreement shall remain in full force and effect and shall be construed and enforced in all respects as if the invalid or unenforceable provision or provisions had been omitted and reformed with the closest enforceable language available. If any such provision is deemed unenforceable due to the excessive duration of a time period, the Agreement shall be reformed to limit the time period to the longest duration that would be enforceable under applicable law.
24. **SUCCESSORS AND ASSIGNS.** Location may not assign its rights or obligations under this Agreement without BM's express written consent, which consent may be withheld for any reason or no reason in BM's sole discretion. Whenever in this Agreement either Party is named or referred to, the heirs, executors, legal representatives, successors, successors-in-title, and assigns of such parties ("Successors") shall be included, and all covenants and agreements contained herein by or on behalf of either BM or Location shall bind and inure to the benefit of their respective Successors. If BM assigns its rights and obligations under this agreement in connection with any sale or other conveyance of its company, or any assets thereof, BM shall be released and relieved from any further obligations hereunder.
25. **UPDATES TO TERMS AND CONDITIONS.** LOCATION HEREBY ACKNOWLEDGES AND AGREES THAT BM MAY UPDATE THE TERMS AND CONDITIONS OF THIS DIGITAL KIOSK PLACEMENT AGREEMENT (BUT NOT THE RENT SCHEDULE OR SITE ADDENDUM) AT ANY TIME BY POSTING THE CHANGES ONLINE AND NOTIFYING LOCATION VIA U.S. MAIL, EMAIL OR FAX. LOCATION MAY OPT-OUT OF ANY SUCH CHANGES BY SENDING BM WRITTEN NOTICE OF SAME VIA CERTIFIED OR REGISTERED MAIL IN ACCORDANCE WITH THE NOTICE PROVISIONS HEREUNDER, WITHIN 21 DAYS AFTER BM GIVES LOCATION NOTICE OF THE CHANGE(S).
26. **NOTICES.** All notices, demands, requests, and other communications permitted or required hereunder ("Notice" or "Notices") must be in writing. The address for delivery of such notices to BM is: Baummy Media, LLC, 6565 Saint Claude Ave., Arabi, Louisiana 70032. The address for notices to Location shall be its primary address as indicated in this Agreement or any addenda hereto. Either Party may designate a different notice address by giving the other Party written notice of same. Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the company for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the Party giving notice.
27. **ENTIRE AGREEMENT.** Except as expressly provided herein, this Agreement contains the entire understanding among the Parties and supersedes any prior understandings and agreements between them. This Agreement may otherwise only be modified with a writing signed by both Parties.
28. **FORCE MAJEURE:** Neither party will be liable for the failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such party's reasonable control which includes by way of illustration, but not limitation, acts or events attributable to failures or fluctuations in equipment, electrical power, heat, light, utilities, air conditioning, telecommunications equipment, malfunctions or deficiencies in hardware or software, revocation of computer software license, third party nonperformance, epidemic or pandemic of infectious disease, acts of God or public enemy, acts of government, civil disobedience, lock-outs, freight embargoes or terrorism if any such failure of its obligations could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternative sources or plans, and provided that the Party whose performance is affected shall provide prompt written notice of delay or non-performance to the other Party and shall use commercially reasonable efforts to minimize the impact of the such delay or non-performance on the other Party. Notwithstanding the foregoing, nothing in this paragraph shall relieve Location of any payment obligations to BM or permit delay of same.
29. **FURTHER ASSURANCES.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this agreement and the consummation of the transactions contemplated hereby.
30. **WARRANTY OF AUTHORITY AND NON-INTERFERENCE.** Location warrants that it has full legal authority to enter into this Agreement and (1) that no prior contract exists with any entity or person, other than BM, for any similar display, or in the event a prior contract exists that the contract has been fully performed or released and such other party has no further obligations under said contract, and (2) that this Agreement does not interfere with any contractual or legal obligations Location may have with respect to any contract or agreement for the placement of a Display and/or advertising at the Site(s), and Location agrees to indemnify, defend and hold harmless BM from any and all claims or liability arising out of this warranty of authority and non-interference.

THE UNDERSIGNED DO HEREBY REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO SIGN THIS DIGITAL KIOSK PLACEMENT AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTIES AND THAT THEIR SIGNATURES BELOW DO HEREBY BIND EACH PARTY TO THIS KIOSK LOCATION AGREEMENT.

BAUMY MEDIA, LLC

Signed: _____
Name: Richard Baomy
Title: CEO

LOCATION: BELMONT COUNTY SHERIFF'S OFFICE

BELMONT COUNTY COMMISSIONERS


Jerry Echemann, President


Josh Meyer, Vice President


J. P. Dutton


David M. Lucas, Belmont County Sheriff

APPROVED AS TO FORM:


Jacob A. Manning, Belmont County Assistant Prosecuting Attorney

NO REVISIONS MADE TO THIS AGREEMENT ARE BINDING ON Baomy Media, LLC UNLESS APPROVED IN WRITING BY THE BAUMY MEDIA, LLC PRESIDENT OR LEGAL DEPARTMENT.

Location Initials: _____ 6565 SAINT CLAUDE AVE. ♦ ARABI, LOUISIANA 70032

Upon roll call the vote was as follows:

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

Discussion:

Jail lighting-Jail Administrator Chris Baker explained some of the current lighting will be replaced with LED lighting. "We've got lights that's been out there for well over 20 years or so. The lighting's getting bad for the parking lots. The lights, some of them is actually not even working at night. Everything's going to be fixed, from the parking lots to the jail itself," he said.

Guard1 Real Time Platform System-Lt. Jarrett Weeks said this system is similar to what is used in hospitals and shopping malls and will replace the current system which they have had for about 12 years. A mobile device similar to a cell phone will be used. Officers will be able to scan inmates' wristbands that will bring up their picture, name, charge and housing location. Any task or medical care that is done will be documented. Mandatory rounds are done every 60 minutes. He added the new system will reduce liability.

Jamie Betts, Belmont County CARES Coordinator

Re: Huk, CARES Therapy Dog

“The idea is to be a good support animal for first responders and people who may be in a crisis, whether that’s of any nature. He lightens the mood. He’s always been very friendly. He’s a good asset for first responders in Belmont County. We’re still working on therapy certification, but he has been coming to work with me for the last several months. People really enjoy having him around,” said Mr. Betts. He explained the CARES Program helps individuals learn what services are available, help to figure out issues and find solutions to the problem.

RECESS

Reconvened at 12:47 p.m. with Commissioners Echemann, Meyer and Dutton present.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:47 P.M.

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

Upon roll call the vote was as follows:

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

Hannah Warrington, HR Administrative Assistant, was also present.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:24 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 1:24 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are three motions for consideration.

IN THE MATTER OF ACCEPTING RESIGNATION OF RACHEL MAYLE, INTERMITTENT REGISTERED NURSE/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation of Rachel Mayle, intermittent Registered Nurse at Belmont County Jail, effective February 7, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING NICOLE CROSS, FULL-TIME HOUSEKEEPING/MAINTENANCE AT BUILDING AND GROUNDS TO START AUTHORIZED UNPAID FAMILY MEDICAL LEAVE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Nicole Cross, full-time Housekeeping/Maintenance at Belmont County Building and Grounds, to start authorized unpaid Family Medical Leave, effective February 13, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE STATUS CHANGE OF JULIE TABOR FROM FULL-TIME KENNEL STAFF TO PART-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the status change of Julie Tabor from full-time Kennel Staff to part-time Kennel Staff at Belmont County Animal Shelter, effective February 8, 2024.

Upon roll call the vote was as follows:

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

February 7, 2024

February 7, 2024

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:26 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:26 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of February, 2024.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Jerry Echemann 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.

Jerry Echemann /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK