

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

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. Dutton 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 \$748,962.72

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S12 PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S06.000 Marketing	\$5,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S55.010 Supplies	E-8010-S030-S63.000 General	\$15,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$3,852.17

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Dutton 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-0251-A007-A01.000	Grant	\$51,093.44
---------------------	-------	-------------

****APRIL 17, 2024****

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$3,391.78
E-0111-A001-E09.003	PERS	\$460.39
E-0131-A006-A04.002	Salaries-Road	\$1,000.00

S12 PORT AUTHORITY

E-9799-S012-S06.000	Marketing	\$1,000.00
---------------------	-----------	------------

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$8,340.63
---------------------	------	------------

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$3,852.17
E-1511-W080-P02.010	Supplies	\$375.00
E-1511-W080-P03.000	Travel	\$35.00

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$219,793.16
E-9801-Y001-Y03.000	Township-Permissive Tax	\$75,473.99
E-9801-Y001-Y05.000	Pease Township	\$3,255.89
E-9801-Y001-Y06.000	Goshen Township	\$1,581.18
E-9801-Y001-Y07.000	Warren Township	\$2,962.66
E-9801-Y001-Y08.000	Pultney Township	\$3,713.56
E-9801-Y001-Y09.000	Flushing Township	\$622.16
E-9801-Y001-Y10.000	Colerain Township	\$1,534.64
E-9801-Y001-Y11.000	Kirkwood Township	\$208.96
E-9801-Y001-Y12.000	Mead Township	\$792.24
E-9801-Y001-Y13.000	Richland Township	\$2,474.59
E-9801-Y001-Y14.000	Smith Township	\$716.75
E-9801-Y001-Y15.000	Somerset Township	\$329.44
E-9801-Y001-Y16.000	Union Township	\$810.44
E-9801-Y001-Y17.000	Washington Township	\$138.51
E-9801-Y001-Y18.000	Wayne Township	\$278.06
E-9801-Y001-Y19.000	Wheeling Township	\$644.88
E-9801-Y001-Y20.000	York Township	\$320.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR MARCH 2024

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of March 2024.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,862.10
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	403.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	997.02
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,395.78
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,014.72
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	476.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	7,458.48
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,388.01
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,628.50
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,435.55
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,886.81
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,090.07
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	597.43
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,252.48
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,486.16
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,860.60
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,971.82
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,906.32
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,440.66
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,704.06
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	27,886.15
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,346.34
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,279.02
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,015.91
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	5,241.23
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,662.30
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	126.76
			131,971.94
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,591.10
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,399.19
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	16.16
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	655.76
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	413.76
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	667.09
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	410.70
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	1,015.93
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	98.84
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	706.33

Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	719.34
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	248.33
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,448.70
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	68.83
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	9.97
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,735.84
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,320.16
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,122.10
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,261.74
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,733.15
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,000.30
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,808.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	448.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,338.29
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,418.54
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,260.95
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	19,665.52
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,941.06
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,626.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	11,343.71
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	14,830.42
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,076.84
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	449.71
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	46,116.79
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	23,650.53
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	656.92
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	749.08
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,676.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	632.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	538.46
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	538.64
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,910.00
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	845.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	255.36
			370,844.68

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to execute payment of Then and Now Certification dated April 17, 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. Dutton	Yes
Mr. Meyer	Absent

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

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

April 17, 2024

COMMISSIONERS-J. P. Dutton and Josh Meyer to Walnut Creek, OH, on April 26, 2024, to attend the EODA Annual meeting. A county vehicle will be used for travel.

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Courtney Cook and Jonell Tolzda to Zanesville, OH, on April 12, 2024, to pick up a juvenile at the Muskingum Detention Center. A county car will be used for travel.

DJFS-Stacie Brown to Columbus, OH, on April 26, 2024, to attend the OFCFA meeting. Estimated expenses: \$204.10.

SSOBC-Powhatan Senior Center employees to Wheeling, WV, on May 3, 2024, for a senior outing to the Centre Market. Flushing Senior Center employees to Berlin, OH, on May 3, 2024, for a senior outing to Amish Country. Senior Centers' employees of Belmont County to Cambridge, OH, on May 8, 2024, to attend the Older Adult Extravaganza and to a Guernsey County restaurant. Bellaire Senior Center employees to Washington, PA, on May 15, 2024, for a senior outing to Tanger Outlets. Barnesville Senior Center employees to Triadelphia, WV, on May 20, 2024, for a senior outing to The Highlands and surrounding areas. Bethesda Senior Center employees to Triadelphia, WV, on May 21, 2024, for a senior outing to The Highlands and Ruttenbucks Bar and Grill. Colerain Senior Center employees to Washington, PA, on May 22, 2024, for a senior outing to the Washington Wild Things and Angelo's Restaurant. Powhatan Senior Center employees to Beallsville, OH, on May 24, 2024, for a senior outing to JLK Carryout. St. Clairsville Senior Center employees to Wheeling, WV, on May 30, 2024, for a senior outing to Oglebay Good Zoo and surrounding areas. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 10, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING A COPY OF THE BELMONT COUNTY JUVENILE COURT'S 2023 ANNUAL REPORT

Motion made by Mr. Echemann, seconded by Mr. Dutton to accept a copy of the Belmont County Juvenile Court's 2023 Annual Report as submitted per ORC 2151.18.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE 2024 PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY, INC. (CORSA) AND BELMONT COUNTY

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into the **2024 Participation Agreement** between the County Risk Sharing Authority, Inc. (CORSA) and Belmont County, effective May 1, 2024, for a three year renewal period terminating April 30, 2027.

2024 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **Belmont County Board of Commissioners (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of May, 2021 but actually executed on the 17th day of April, 2024.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property, and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations, policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

“Termination Date” shall mean April 30, 2027.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the CORSA Board of Directors. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency at the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.
- c. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.
- d. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.
- e. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.
- f. To follow the loss reduction and prevention programs and procedures established by CORSA.
- g. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to time.
- h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.
- i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the CORSA Board of Directors.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing Excess Insurance; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. Excess Insurance

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the CORSA Board of Directors, with the input of its insurance and actuarial advisors. The CORSA Board of Directors also intends to purchase Excess Insurance to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual Insurance Costs; and
- e. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through e., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a manner without an economic basis.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2024 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the CORSA Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. ANTI-DISCRIMINATION PROVISION

Per section 125.111(A) of the Ohio Revised Code, CORSA warrants and agrees to the following:

- a. In the hiring of employees for the performance of work under this Participation Agreement or any subcontract hereunder, neither CORSA or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
- b. None of CORSA, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

XIV. MISCELLANEOUS

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail or electronic mail, addressed as follows:

If to the Member:
Belmont County Board of Commissioners
101 W Main St.
St. Clairsville OH 43950

If to CORSA:
County Risk Sharing Authority, Inc.
209 E. State St.
Columbus OH 43215
Email: jbrownlee@ccao.org

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

e. *Electronic Signatures.* The parties hereby agree that this Agreement may be executed with electronic signatures, which shall be valid and binding as between the parties hereto.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By: *John Brownlee Jr. /s/*

Belmont County Board of Commissioners

Jerry Echemann /s/

Commissioner
J. P. Dutton /s/
Commissioner

Commissioner

APPROVED AS TO FORM
Jacob Manning /s/ Assistant Prosecuting Attorney
Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE QUOTE FROM WINDOW FASHIONS BY BETH/CHILDREN SERVICES

Motion made by Mr. Echemann, seconded by Mr. Dutton to accept the quote from Window Fashions by Beth, in the amount of \$3,339.00, for four motorized window blinds for Belmont County Children Services, Martins Ferry location.

Note: This will be paid for with JFS Children Services incentive funding that has been earned by meeting state performance measures for visitations and timely investigations/assessments.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TRADE-IN OF A 2015 GMC SIERRA 2500HD TRUCK AND PURCHASE ONE 2024 DODGE RAM 3500 PICKUP TRUCK FROM THOMAS GARAGE, INC.

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the trade-in of a 2015 GMC Sierra 2500HD truck for a trade-in amount of \$14,180.00 and purchase one 2024 Dodge Ram 3500 pickup truck from Thomas Garage, Inc., in the amount of \$56,089.00 for a total cost of \$38,909.00 after a rebate of \$3,000.00, for Belmont County Buildings and Grounds Department, based upon the recommendation of Director Scott Larkin.

Note: This is a replacement vehicle for their fleet.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PURCHASE OF ONE 2009 GMC SIERRA DUMP TRUCK FROM SAL SCARAFILE

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the purchase of one 2009 GMC Sierra Dump Truck from Sal Scarafile, in the amount of \$23,000.00, for Belmont County Buildings and Grounds Department, based upon the recommendation of Director Scott Larkin.

Note: This is a replacement vehicle for their fleet.

Upon roll call the vote was as follows:

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

Mr. Dutton said Scott Larkin has done a phenomenal job as the director of Building and Grounds. He has identified that he felt his department is lagging behind a little bit with the age of equipment in general. "He's got a good plan in place for the fleet replacement. He was able to get a couple of vehicles underneath the allocated amounts of the budget he had this year. They cover a lot of ground, literally, in terms of all facilities in Belmont County's name," said Mr. Dutton.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:39 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:06 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 11:06 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are four motions to be considered.

IN THE MATTER OF HIRING LLOYD COPE AS A SUMMER EMPLOYEE/ BELMONT COUNTY WATER & SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Dutton to hire Lloyd Cope as a summer employee at the Belmont County Water & Sewer District, effective April 22, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CHANGE OF KATHY SAFFELL FROM FULL-TIME CONSUMER SERVICE REPRESENTATIVE TO FULL-TIME SCHEDULER DISPATCHER/SSOBC

April 17, 2024

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the change of Kathy Saffell from full-time Consumer Service Representative to full-time Scheduler Dispatcher at Senior Services of Belmont County, effective April 22, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CHANGE OF CHRISTINA KUTHCER FROM PART-TIME MEDICAL DRIVER TO FULL-TIME CONSUMER SERVICE REPRESENTATIVE/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the change of Christina Kutcher from part-time Medical Driver to full-time Consumer Service Representative at Senior Services of Belmont County, effective April 17, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ISSUING A THREE DAY SUSPENSION TO TOM PATRONE, FULL-TIME ELIGIBILITY/REFERRAL SPECIALIST II/DJFS

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve a three day suspension for Tom Patrone, full-time Eligibility/Referral Specialist II at Belmont County Department of Job and Family services, effective April 23-25, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:26 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 11:26 a.m.

Upon roll call the vote was as follows:

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

April 17, 2024

Read, approved and signed this 24th day of April, 2024.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Commissioner Josh Meyer – Absent_____

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