

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 \$1,621,249.23

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0011-A001-B11.000 Other Expenses	E-0011-A001-B03.010 Supplies	\$15,000.00

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G10.000 Colerain Twp	\$32.41
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G11.000 Mead Township Dist.	\$0.80
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G12.000 Village of Barnesville	\$0.12

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S55.010 Supplies	E-8010-S030-S64.012 Equipment	\$1,253.00

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:

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

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$150,000.00

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

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$12,350.00

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$28,750.00

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	\$58,000.00

P53 SANITARY SEWER DISTRICT FUND AND O03 USDA-SSD BOND PYMT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$29,167.00

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

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$11,000.00

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:

****APRIL 10, 2024****

S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$298.87
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****MAY 8, 2024****

A00 GENERAL FUND

E-0151-A002-F09.000	Other Expenses	\$5,601.90
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$600.29
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W20 LAW LIBRARY

E-9720-W020-W07.010	Supplies	\$9,043.61
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Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$337.20
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E-9841-Y041-Y02.000	Remit to County	\$1,348.80
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Y42 RECOUPMENT FEES INDIGENT/AUDITOR

E-9842-Y042-Y01.000	Remit to State	\$250.00
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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 May 8, 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 BELMONT COUNTY
COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT
AND INVESTMENT PORTFOLIO FOR THE MONTH OF APRIL 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 April 2024.

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
MONTHLY FINANCIAL REPORT FOR APRIL 2024**

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

- Monthly Financial Report for the month of April 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 Dellroy, OH, on May 21, 2024, to attend the OMEGA Executive Board meeting. A county vehicle will be used for travel.
COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Jennifer Shunk to Columbus, OH, on May 3, 2024, to attend the DYS quarterly Reclaim Grant meeting. Amy Tonkovich, Michelle Lyndsey and Amy Bilyeu to Columbus, OH, on June 13-14, 2024, to attend the Juvenile Clerks Conference.
SARGUS-D.J. Watson and Steve Kovaly to Columbus, OH, on May 8-10, 2024 to attend the Ohio Juvenile Detention Director’s Association Board meeting.

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 May 1, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE
WEST END FORCE MAIN IMPROVEMENTS PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advertise for bids for the West End Force Main Improvements Project.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO
Sealed bids for **West End Force Main Improvements** will be received by the Board of Commissioners of Belmont County at the Commissioner's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **10:00 a.m.** local time **June 12, 2024**, and then at said office publicly opened and read aloud.
The Contract Documents, Specifications and Drawings may be examined at the following:
1. Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950
2. Vaughn. Coast & Vaughn, Inc.
154 S. Marietta St.
St Clairsville, OH 43950
7406957256
3. OVCEC
21 Armory Drive
Wheeling, WV 26003
304-242-0520
4. Builder’s Exchange – Cleveland
9555 Rockside Rd., Suite 300
Cleveland, OH 44125
866-907-6300Method of Bidding will be as follows: **LUMP SUM CONTRACT** for completing upgrades to the Union Local and Exit 208 Lift Stations and force main system.

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

Bids will be accepted from only those Bidders who are Plan Holders of Record and obtain Documents from the Engineer’s office.

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.

Bidders shall be compliant with Ohio Revised Code 3517.13.

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

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

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

The Commissioners further declare that they will award the contract for this Project to the lowest and best Bid, which may not necessarily be the lowest Bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion.

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

By order of: BELMONT COUNTY COMMISSION

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

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

Bonnie Zuzak /s/

Bonnie Zuzak, Clerk of the Board

Times Leader Advertisement: Two (2)

To be published 2 times: Monday, May 13, 2024 and Monday, May 20, 2024.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLES
FOR ADULT PROBATION DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one (1) 2024 Chevrolet Silverado from Whiteside of St. Clairsville, in the amount of \$56,792.86 and one 2024 Chrysler Pacifica from Thomas of St. Clairsville Inc., in the amount of \$41,180.00 for the Adult Probation Department to be used by the Community Service Litter crew.

Note: These will be replacement vehicles and purchased using grant funds from the Ohio Department of Rehabilitation & Correction. Both vendors meet or beat the state purchasing pricing.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF
SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB &
FAMILY SERVICES AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in the not to exceed amount of \$8,000.00, effective January 1 through September 30, 2024, for rebranding materials for the Rebranding of the OhioMeansJobs centers to meet the requirements and standards of the WDA 16 Area and State branding guidelines.

Note: Earlier this year Governor DeWine returned the Ohio branding to the Heart of it All theme and changed the font, colors and themes of all the state’s branding items.

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

Whereas, this contract, entered into on the 8th day of **May, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Jefferson Community Action Council, Inc. (hereinafter “Contractor”), is for the purchase of rebranding materials for: Rebranding of the OhioMeansJobs Harrison and Jefferson centers that meet the requirements and standards of the WDA16 Area and State branding guidelines, funded with Workforce Innovation and Opportunity Act (WIOA) Adult funds, as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE
The purpose of this contract is to be in compliance with state one-stop branding requirements.

II PARTIES
The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

Contractor: Jefferson County Community Action Council, Inc
114 North 4th Street
P.O. Box 130
Steubenville, OH 43952
740-282-0971
UEI: CCC8GCLJ2V77
WIOA Area 16 subgrant G-2425-15-0187
Federal awarding agency: US Dept of Labor
Pass-through entity: ODJFS; contact: Raye.Riley@jfs.ohio.gov
No R&D
14.20% Indirect cost rate.

III CONTRACT PERIOD
This contract and its terms for January 1, 2024, through September 30, 2024 and will become effective on January 1, 2024. **All vendor costs to JCCAC must occur no later than June 30, 2024 and reimbursement request submitted to Belmont County Department**

of Job and Family Services (BCDJFS) so that reimbursement check from BCDJFS can be issued by or before September 30, 2024.

IV DEFINITIONS

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

Allowable Costs

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

BRN

Business Resource Network is a combination of economic, educational and employment partners working together to serve the employer customer.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein. The Business Outreach Account Executive will be employed by the Contractor, and subject to all of the Contractors' workplace rules and policies. The WDB16 Staff to the Board will be responsible to oversee the performance and work products of the Business Outreach Account Executive, who will send a monthly written report to the Staff to the Board.

Proportional Payment

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

Services

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

WDA16

Workforce Development Area 16, which consists of Belmont, Carroll, Harrison and Jefferson counties. BCDJFS is the Fiscal Agent for WDA16.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities

Rebrand the Jefferson and Harrison one-stop centers in compliance with the state branding guidelines including getting prior approval from the area and state for outside signage in a timely manner.

B. Purchaser Responsibilities

- 1. The Purchaser will provide readily available information that may be needed by the Contractor.
- 2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
- 3. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

D. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) Adult grant funds (CFDA 17.258). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$8,000. All vendor costs to JCCAC must occur no later than June 30, 2024 and reimbursement request submitted to Belmont County Department of Job and Family Services (BCDJFS) so that reimbursement check from BCDJFS can be issued by or before September 30, 2024.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies that follow State of Ohio branding guide.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment, except that the final payment must be completed by September 30, 2024.

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be 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. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month. If repayment within one (1) month cannot be made, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the 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 the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued. The Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract. The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The 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. The Contractor understands that the use or disclosure of information concerning the Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the 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 the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification. The 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 the Contractor or in its business.

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the 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 Workforce Development Area 16 Workforce Development Board’s policy in the performance of work under this contract. The 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 the Contractor’s employees. The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The 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 the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the even the Purchaser approves of a subcontract of all or part of the performance required herein, the 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. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

The Contractor certifies that 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 Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

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

The Contractor or any person claiming through the 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 the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The 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 the Purchaser’s Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The 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, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The 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 Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

J. P. Dutton /s/
J. P. Dutton, Belmont County Commissioner

Jerry Echemann /s/
Jerry Echemann, Belmont County Commissioner

Josh Meyer /s/
Josh Meyer, Belmont County Commissioner

Michael K. McGlumphy
Sign above & Print name and title:
Michael K. McGlumphy, Chief Executive Officer
Jefferson County Community Action Council, Inc
114 N 4th Street
Steubenville, OH 43952

Nicole Paulette /s/
WIA-16 Workforce Development Board Chair

Chris Modranski /s/
WIOA-16 Council of Government Chair

Robert Guentter /s/
WDB16 Staff to the Board

Jacob Manning /s/
Approved as to form:
Belmont County Prosecutor
Upon roll call the vote was as follows:

5/1/2024
Date

5/8/24
Date

5-8-24
Date

5/8/24
Date

5/1/24
Date

5/1/2024
Date

5/1/2024
Date

5/1/2024
Date

5/1/2024
Date

5/1/2024
Date

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE
BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
AND BELMONT COUNTY COMMUNITY ACTION COMMISSION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the contract between the Belmont County Department of Job & Family Services and Belmont County Community Action Commission, effective May 1, 2024 through September 30, 2024, in an amount not to exceed \$51,135.00 for the purpose of providing a summer employment program to serve persons from a Belmont County Temporary Assistance To Needy Families (TANF) eligible family.
Note: The cost is being paid by TANF funds.

**CONTRACT BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

This sub-recipient agreement is made and entered into this 8th day of **May, 2024**, by and between the Belmont County Department of Job and Family Services, **BCDJFS**, and the Community Action Commission of Belmont County (UEI LAG1P41TUJM3), doing business at 153 ½ West Main Street, St. Clairsville, Ohio 43950, a provider of service (hereinafter referred to as “**Provider**”).
This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**SUMMER EMPLOYMENT PROGRAM FOR YOUTH (CFDA 93.558)
Funded by TANF Funds and Administered through
Prevention, Retention and Contingency (PRC) Programs**

- A. PURPOSE:** This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-18 enrolled in secondary school as long as the youth is a minor child in a needy family in school at or below 200% of federal poverty (youth may 18 if they are a full-time student in a secondary school); the youth served may be non-custodial parents as they are considered needy and have a minor child (Needy is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level); family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren); and Youth in a foster care setting age 14 to 18 years of age if they are a full-time student in a secondary school may be served under the TANF Summer Youth Employment Program but may not be served under any other TANF or PRC program.
- B. PURCHASE OF SERVICES:** Subject to the terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from, and the Provider agrees to furnish those specific services detailed in this agreement.
- C. CONTRACT PERIOD:** This contract will be effective from May 1, 2024, through September 30, 2024, inclusive, unless otherwise terminated. Costs can be charged effective May 1, 2024, through September 30, 2024. Normal PRC allocation liquidation rules apply with a liquidation date of December 31, 2024.
The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in this contract.
- D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from May 1, 2024, through September 30, 2024, and shall not exceed \$43,635.00 of allowable costs for TANF Summer Youth Employment Program as listed in Section E – “Allowable Program Costs” and \$7,500.00 of the TANF Administration Allocation to be used solely for the purpose of administering the TANF Summer Youth Employment Program. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$51,135.00. Any cost overruns shall be the sole responsibility of the Provider. The Provider of services must provide a budget as part of this agreement.
- E. SERVICE DESCRIPTION:**
Employment:
The Provider of services will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching, mentoring, worksite development, placement of youth at worksites, issuing wages to the youth, provisions of soft skills training as determined, youth registration on the OhioMeansJobs website, performance reporting, evaluation and other allowable program activities.

The youth will be provided Summer Work Experience up to forty (40) hours per week for a period of weeks beginning sometime after May 1, 2024, and ending on or before September 30, 2024. The number of weeks worked, and hours worked per week by youth will be based on the total number of youths participating in the program; worksite needs and allocation. The youth will be paid an allowable wage of \$11.00 per hour. Fringes will consist of FICA and Worker's Compensation.

Compliance Requirement:

The Provider of services must comply with all TANF program compliance requirements.

Performance Objectives:

1. The Provider of services must ensure youth are placed at appropriate and safe worksites.
2. The Provider of services must ensure all required paperwork is in place including but not limited to the posting of Minor Labor Laws at worksites, posting of the Minor List at the worksites, USCIS I-9 form is completed on all youth and worksite agreements are properly completed and signed by all parties.
3. The Provider of services must maintain proper payroll documentation.
4. The Provider of services must comply with the program requirements of reporting; OhioMeansJobs registration; evaluations; training; and certificates of completion listed within the context of this agreement.

Monitoring will be conducted by the Belmont County Department of Job and Family Services to evaluate the Provider of services in meeting the performance objectives.

Reporting:

The Provider of services is required to submit, by month, data necessary to track the outcomes for the youth participants in the program. Reports will be due in the reporting tool by the tenth (10th) of each month. It may be accessed at <https://syep.jfs.ohio.gov>. Instructions on using the reporting tool will be provided to the Provider once BCDJFS receives it from the state. All information shall be in the reporting tool within thirty (30) days from the youth leaving the program.

All documentation must be kept in case files at BCDJFS, OMJ Belmont County and Community Action Commission of Belmont County.

OhioMeansJobs.com:

All youth participating in the TANF Summer Youth must be registered on the OhioMeansJobs website. This is the primary responsibility of the Provider of services. A confirmation of youth registration must be incorporated into the reporting.

Evaluation:

The Provider of services is responsible for completing an evaluation of the youth and work sites. The employer evaluation is contained in the reporting tool. The completion of evaluations may be subject to the reporting tool requirements once they become available.

Certificates of Completion:

Certificates of Completion are not required to be issued to youth unless required by the reporting tool requirements once they become available.

Allowable Program Costs:

Allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits.
- Payments to third parties to operate the program.
- Recruitment and development of employers for the program.
- Other ancillary services which are offered by the employer to the subsidized employment participants including work related items such as uniforms, tools, licenses or certifications, case management activities related to the program, job coaches and mentors.
- Worker's compensation expenses.
- FICA.
- Direct supervision and training costs; and
- Transportation costs to and from the worksite.

The cost of health insurance for youth may be charged against these TANF funds, however, the cost of health insurance for staff employed by a third party to operate the program can be charged.

Administrative Costs:

The TANF Summer Youth Employment Program funding does not include TANF administration. Federal regulations define what is considered TANF administration and they are also set forth in rule 5101-9-6-08.8 of the Ohio Administrative Code.

The following activities and/or expenses are considered TANF administration and cannot be charged to this allocation:

- Costs associated with eligibility determination.
- Salaries and benefits of staff performing administrative and coordination functions.
- Preparation of program plans, budgets, reports and schedules and the monitoring of the program and project.
- Fraud and abuse units.
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement and public relations.
- Costs of goods and services and travel costs required for official business and the administration of the program unless excluded under paragraph (A) of rule 5101-9-6-08.8 of the Ohio Administrative Code; and
- Management information systems not related to the tracking and monitoring of the program.

Costs considered to be TANF administration will be charged to county TANF administration allocations pursuant to rule 5101:9-6-08.8 of the Ohio Administrative Code, not to exceed \$7,500.00. Program administration costs must be listed separately in detail on monthly billing.

Unemployment Compensation:

For unemployment compensation costs, the ODJFS Office of Unemployment Compensation has stated under Section 4141-5-05 of the Ohio Administrative Code that non-profit organizations, the state or its instrumentalities serving as the "employer of record" are excluded for unemployment purposes. These entities should not include the youth or the youth's wages on their quarterly unemployment compensation reports.

- F. PAYMENT FOR PURCHASED SERVICES:** Upon completion of services each month, the Provider shall submit an invoice and supporting income statement (expense report) to the Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum stated in Section D above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of an accurate invoice.

Invoices will be submitted each month to BCDJFS within thirty (30) days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

Final invoice for compensation of work performed under this contract must be received and paid by BCDJFS no later than December 31, 2024, which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the contract.

Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by the Belmont County Department of Job and Family services or its representatives.

- G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For the purpose of this contract, a fixed asset is any item having a useful life exceeding one (1) year regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job and Family Services and shall be used in the program or project for which acquired. No purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both state and federal guidelines. At such time as the program ends, funding expires or the Provider no longer needs the fixed asset, the Belmont County Department of Job and Family Services shall provide guidance regarding its disposition. All fixed assets purchased are to be reported to the Belmont County Department of Job and Family Services within thirty (30) days and registered on BCDJFS inventory.

Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty (30) days of purchase. These assets will be issued BCDJFS' inventory tags. It will be the Provider's responsibility to affix and maintain these tags.

Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions and agreements of which apply to the property or any part thereof.

- H. PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use including media releases, information pamphlets, etc. shall mention that funder is provided under "The State of Ohio's Sumer Youth Program" administered by the Belmont County Department of Job and Family Services.

The deliverables provided by the Provider under this contract and any item produced under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables and the Provider will not obtain copyright, patent or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. The Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.

- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of both parties and the State of Ohio.

1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than the auditors and monitors, identified in Section F above, has access to these records.
3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal laws or with written permission from the Belmont County Department of Job and Family Services.
4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement is met or the agreement is terminated pursuant to the terms of this agreement for six (6) years and will follow all State of Ohio and federal record retention policies.
5. The Provider shall notify all employees of the Provider that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.

- J. INDEPENDENT CONTRACTORS:** Provider, agents and employees of the Provider will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the Belmont County Department of Job and Family Services.

- K. DUPLICATE BILLING:** The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by the Provider to other sources of funds for the same services.

- L. FINANCIAL RECORDS AND RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state or Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. The Provider agrees to comply with all applicable OMB Circulars including A-133 audit requirements which can be found on the internet at www.whitehouse.gov/omb/circulars/a133/a133.html.

- M. AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six (6) years from the date of the contract completion unless otherwise directed by the Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six (6) year period the Provider shall retain the records until the completion of the action and all issues which arise from it or until the end of the six (6) year period, whichever is later.

- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by the Belmont County Department of Job and Family Services authorized monitoring which directly relates to the provisions of this contract.

1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, and deceptive claims or falsified claims or incorrectly determined eligibilities. As used in this section, "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.

- O. CIVIL RIGHTS:** The Belmont County Department of Job and Family Services and the Provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the Office of Civil Rights for the State of Ohio and the Belmont County Department of Job and Family Services and termination of this agreement.

- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, the Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners against any all liability, loss, damage and/or related expenses incurred through the provision of services under this contract. The Provider agrees to maintain a self-insurance program or contract for insurance as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.

- Q. MONITORING AND EVALUATION:** The Belmont County Department of Job and Family Services and the Provider will monitor the manner in which the terms of the contract are being carried out and evaluation the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by the Belmont County Department of Job and Family Services.

- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations, or the projected outcomes are not achieved under this agreement, either party may initiate tier intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.

This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners or upon discovery of non-compliance with any county, state or federal laws, rules or regulations.

The Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from and such other matters as BCDJFS may require.

In the event of suspension or termination under this Article, the Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of suspension or termination, which will be calculated by BCDJFS based on the rate set for in this contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any previous funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this contract.

- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant hereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of terms of this agreement.
- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any party of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rate of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA.ASSIGNMENT:** The Provider shall not and hereby agree to be prohibited from assigning this contract in whole or in any part to any other party without the BCDJFS prior written consent.
- BB.HEADINGS:** The headings of the paragraphs of this contract are for convenience only and shall not affect the meaning or construction of the contents of this contract.
- CC.SPECIAL CERTIFICATION MADE BY THE PROVIDER:** By executing this contract, the Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this contract.

1. The Provider along with its officers, members and employees have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. The Provider agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.
2. The Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The Provider also agrees that it will not solicit a BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code. The Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, the Provider has filed the statement with the BCDJFS in addition to any other required filing.
3. No federal funds paid to the Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and federal regulations issued pursuant thereto and contained in 45 CFR Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this contract exceeds \$100,000.00, the Provider has executed the Disclosure of Lobbying Activities Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this contract was entered into.
4. Neither the Provider nor any principals of the Provider is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other federal department or agency as set forth in 45 CFR Part 76. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this contract will be terminated pursuant to the terms and conditions of this contract and shall be considered in default under this Section and BCDJFS may advise the appropriate federal agency of the knowingly false certification.
5. The Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
6. The Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies the Provider as having more than one unfair labor practice contempt of court finding.
7. The Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring the employees of the Provider meet child support obligations established under state or federal law. Further, by executing this contract, the Provider certifies present and future compliance with any court of valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.

- 8. The Provider agrees not to discriminate against any individuals who have or are participating in any work program administered by a county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.
- 9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two (2) previous calendar years, one (1) or more contributions in excess of \$1,000.00 to the Governor or to his or her campaign committees. If it is ever determined that the Provider’s certification of this requirement is false or misleading and notwithstanding any criminal or civil liabilities imposed by law, the Provider shall return to BCDJFS all monies paid to the Provider under this contract. The provisions of this section shall survive the expiration or termination of this contract.
- 10. The Provider, its officers, members or employees, any subcontractor and/or independent contractors (including all field staff) associated with the contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all of the Provider’s officers, members, employees and subcontractors, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 11. The Provider agrees, as a condition of this contract, to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

- DD. COPELAND “ANTI-KICKBACK” ACT:** The Provider will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- EE. DAVIS-BACON ACT:** The Provider will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFD Part 5.
- FF. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Provider will comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.
- GG. PUBLIC RECORDS:** This contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to the requesting party.
- HH. CLEAN AIR ACT:** The Provider shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- II. ENERGY EFFICIENCY:** The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L-94-63, 89 Stat. 871).
- JJ. COPYRIGHTS AND RIGHTS IN DATA:** The Provider shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L-94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).
- KK. PATENT RIGHTS:** The Provider shall comply with all applicable standards, orders or amendments issued under Chapter 18 of Title 35, U.S.C. (Pub. L 95-517, Pub. L 98-620, 37 CFR Part 401), the Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.
- LL. PROCUREMENT:** The Provider will follow all required procurement policies and laws as applicable and advised by the Purchaser.
- MM. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this contract, the provisions of this contract shall be determinative of the obligation of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- NN. ENTIRE AGREEMENT AND MODIFICATIONS:** This contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by both parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:

Belmont County Department of Job and Family Services: <u>Jeffery Felton /s/</u> Jeffery L. Felton, Director 5/7/2024	Community Action Commission of Belmont County: <u>Alaire King /s/</u> Alaire King, Director 5/7/2024
Date	Date
BELMONT COUNTY BOARD OF COMMISSIONERS:	
<u>J. P. Dutton /s/</u>	5/8/24
J. P. Dutton	Date
<u>Jerry Echemann /s/</u>	5-8-24
Jerry Echemann, President	Date
<u>Josh Meyer /s/</u>	5/8/24
Josh Meyer, Vice-President	Date
APPROVED AS TO FORM:	
<u>Jacob Manning /s/</u>	5/7/2024
Jacob Manning, Assistant Prosecutor	Date
Belmont County Prosecutor’s Office	
Upon roll call the vote was as follows:	
	Mr. Echemann Yes
	Mr. Meyer Yes
	Mr. Dutton Yes

**IN THE MATTER OF APPROVING THE VEHICLE MAINTENANCE
AGREEMENT BETWEEN BELMONT COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES AND BOARD OF COMMISSIONERS,
DBA BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Belmont County Emergency Management Agency, effective June 1, 2024 through May 31, 2027.

**VEHICLE MAINTENANCE AGREEMENT
BETWEEN
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
BELMONT COUNTY COMMISSIONERS
dba BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY**

I. PURPOSE

This Agreement is made this first day of June 2024, by and between the Belmont County Board of Developmental Disabilities (hereinafter County Board) and the Belmont County Commissioners dba Belmont County Emergency Management Agency (hereinafter EMA) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and operated by the EMA.

II. TERM

This Agreement shall be in effect from June 1, 2024, through May 31, 2027.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on EMA vehicles (based on a schedule developed by EMA Director and County Board Mechanic Supervisor) at the rate of \$40.00 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on EMA vehicles (based on EMA need) at the rate of \$55.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. EMA RESPONSIBILITIES

- A. EMA shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. EMA may schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill EMA for vehicle maintenance services at the end of the month if services have been provided during that month.
- B. EMA shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.
- D. The County Board reserves the right to adjust the hourly rate of the routine maintenance job performed with pre-approval from both parties required with a minimum of 30 days’ notice regarding any fee adjustment.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and EMA Director shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered “routine maintenance” for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered “other than routine maintenance” and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the EMA Director.

VIII. NONDISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Belmont County Board of Developmental Disabilities

Gloria Llewellyn, Superintendent	Date
Belmont County Board of Commissioners	
Jerry Echemann /s/	5-8-24
Jerry Echemann	Date
J. P. Dutton /s/	5/8/24
J.P. Dutton	Date
Josh Meyer /s/	5/8/24
Josh Meyer	Date
Approved as to form:	
Jacob Manning /s/	
Prosecuting Attorney	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM
H.E. NEUMANN COMPANY/ANIMAL SHELTER

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept proposal from H. E. Neumann Company in the amount of \$3,440.87 for all labor and materials necessary to remove and replace one heat exchanger, one flame retainer, one disconnect, one support assembly and three burners for the Carrier unit located at Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM
H.E. NEUMANN COMPANY/HEALTH DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept proposal from H. E. Neumann Company in the amount of \$2,759.50 for all labor and materials necessary to remove and replace one air bleeder for the boiler and fifteen bleeders on radiators in various rooms throughout the Belmont County Health Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ONE-YEAR RENEWAL
OF PREVENTATIVE MAINTENANCE AGREEMENT WITH LIMBACH/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the one-year renewal of Preventative Maintenance Agreement #SPM30235-Automated Logic Controls Quarterly Inspection with Limbach in the amount of \$6,918.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM
S.A. COMUNALE CO., INC/DJFS FOX-SHANNON BUILDING**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from S.A. Comunale Co., Inc., in the amount of \$2,996.00 to perform internal pipe inspection, installation of gauges and perform a three year air test at the Department of Job and Family Services/Fox-Shannon building.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING QUOTE FROM ERB ELECTRIC COMPANY/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the quote from ERB Electric Company in the amount of \$795.00 to install software license and software upgrade on the phone system at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SFY 2024 OHIO’S SENIOR
FARMERS’ MARKET NUTRITION PROGRAM AGREEMENT
WITH AREA AGENCY ON AGING REGION 9, INC., ON
BEHALF OF SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the SFY 2024 Ohio’s Senior Farmers’ Market Nutrition Program Agreement with Area Agency on Aging Region 9, Inc., on behalf of Senior Services of Belmont County, effective June 1, 2024 through November 30, 2024, or when all USDA funds are expended, whichever comes first.

Program Year 2024
Ohio's Senior Farmers' Market Nutrition Program
Agreement Between Area Agency on Aging Region 9, Inc.
And Distribution Agent

This agreement is entered into for the purpose of participating in the Senior Farmers' Market Nutrition Program (hereafter, "SFMNP") 2024, which provides certain fresh, locally grown foods to eligible participants, and is entered into by and between the **AREA AGENCY ON AGING REGION 9, INC.** (hereafter, "AAA") and **Belmont County Commissioners dba Senior Services of Belmont County** (hereafter, "Distribution Agent").

I. Term of Agreement

This agreement shall be effective **June 1, 2024**, or upon signature by all parties, whichever occurs later, and will terminate **November 30, 2024** or when all United States Department of Agriculture (USDA) funds are expended, whichever occurs first, subject to the terms and conditions contained herein and contained in the current SFMNP Distribution Agents' Manual, which is hereby incorporated by reference in its entirety. This is a trial agreement dependent upon limited unfunded demands on AAA.

I. Representative Capacity and Binding Effect

By signing this agreement below, the Distribution Agent named above represents and warrants to the AAA that this agreement was duly executed by a representative of the Distribution Agent with full and complete authority to enter into this Agreement, and that any requisite agency approval to enter this Agreement was properly obtained. Distribution Agent also represents and warrants to the AAA that this Agreement shall be binding and remain in full force and effect as to any and all of its parent, subsidiary, or affiliated corporations and all of its successors, assignees, shareholders, board members, and corporate officers. Distribution Agent further acknowledges and agrees that the AAA may rely on these representations in entering this agreement.

II. Responsibilities of Distribution Agent

A. Distribution Agent agrees to do all of the following:

1. Have this agreement signed by an authorized representative and returned to the AAA before accepting any applications for the program.
2. Attend a training session on SFMNP current procedures, responsibilities, and provide training and be accountable for the actions of all staff and volunteers who work on the program.
3. The Distribution Agent agrees to satisfy the service needs of older persons with greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.
4. Make copies and distribute current SFMNP applications and Nutrition Education only to eligible participants.

5. Assist applicants in filling out applications as needed.
6. Verify age of participant if there is any doubt that the participant is 60 years of age at the time of application.
7. Enforce the self-declared income eligibility. If the self-declaration or any other area of the application is crossed off, the participant shall not receive coupons.
8. Ensures that only one application per participant is completed for the entire program.
9. The Distribution Agent is prohibited from using or disclosing any information concerning a consumer for any purpose directly or indirectly associated with the provision of services, unless the provider has documentation of the consumer's consent to do so.
10. Comply with the nondiscrimination provisions of the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Agriculture regulation of nondiscrimination (7CFR Parts 15, 15a, and 15b), and any other state or federal laws regarding nondiscrimination.
11. Notify the AAA by certified mail in writing at least 30 days before the voluntary termination of this Agreement. Each party may voluntarily terminate this contract for any reason. If Distribution Agent owes AAA a monetary assessment, or any other money, the Distribution Agent shall pay the total amount due before the effective date of termination.
12. The Distribution Agent will acknowledge the support of the USDA, ODA and AAA, whenever publicizing the work under this grant. The Distribution Agent will include the following short non-discrimination statement, "This institution is an equal opportunity provider" anywhere the SFMNP is mentioned. It must be printed in a type size that is no smaller than the rest of the publication.
13. The Distribution Agent must maintain full and complete records concerning SFMNP operations. Such records must comply with 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415 and the following requirements:
 - a. Records must include, but are not limited to, information pertaining to certification, financial operations, SFMNP coupon issuance and redemption, authorized farmers/market managers agreements, monitoring, invoices, equipment purchases and inventory, nutrition education, fair hearing and civil rights procedures.
 - b. All records must be maintained for a minimum period of three (3) years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the record must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later. If FNS deems any of the SFMNP records to be of historical interest, it may require ODA to forward such records to FNS whenever the Agency and/or ODA is disposing of them.
 - c. Records for nonexpendable property acquired in whole or in part with SFMNP funds must be retained for three (3) years after its final disposition.
 - d. The Agency must make all records available in a timely manner for unrestricted review or audit by the State of Ohio entities, including ODA, the

- Auditory of the State of Ohio, Inspector General or duly authorized law enforcement officials.
- e. All records must be available during normal business hours for representatives of FNS of the Comptroller General of the United States to inspect, audit, and copy. Any reports resulting from such examinations shall not divulge names of individuals.

- B. Distribution Agent agrees not to do any of the following:
1. Accept any previous year(s) SFMNP Applications.
 2. Alter application form; this is a mandatory form used in all SFMNPs.
 3. Accept incomplete or incorrect applications.
 4. Submit an application for anyone who is under 60 years of age at the time the application was submitted.
 5. Submit an application from a proxy which is not also signed by the applying senior participant.
 6. Reimburse any farmers and/or market managers.

III. **Area Agency on Aging Region 9, Inc. Responsibilities**

- A. AAA agrees to do all of the following:
1. Ensure training is provided to the Distribution Agent as to all required program procedures.
 2. Monitor all Distribution Agents for compliance and accountability.
 3. Provide technical assistance.
 4. Fiscal administration of the program.

IV. **Termination of Agreement**

Neither the AAA nor Distribution Agent has an obligation to renew this Agreement. Either the AAA or Distribution Agent may terminate this Agreement for any reason after notifying the other party by certified mail with a 30-day advance written notice of intent to terminate this Agreement. In addition, and notwithstanding the 30-day notice period called for in the preceding sentence, the AAA may immediately terminate this Agreement at any time and without advance notice in the event Distribution Agent does not comply with this Agreement and the current SFMNP Distribution Agents' Manual, or any other applicable federal, state or local civil or criminal laws, including state and federal non-discrimination laws, or in the event federal funds become unavailable.

The AAA may terminate this agreement if the Ohio Department of Aging determines, through the appeals process or through monitoring, that the provider agreement was entered into inappropriately.

V. **Other Terms and Limitations**

- A. This Agreement is not assignable or transferable under any circumstances or for any reason.
- B. By signing this Agreement below, Distribution Agent represents and warrants to the AAA that training has been completed and that the Distribution Agent is fully aware of all requirements for participation in the current year SFMNP and acknowledges and agrees that the AAA may rely on this representation in entering this Agreement.

C. This Agreement is not effective until this Agreement has been signed by an authorized representative of the AAA and the Distribution Agent.

VI. Distribution Sites Covered by This Agreement

For the duration of this Agreement, Distribution Agent assumes full and complete responsibility for complying with all of the terms and conditions of this Agreement and the current SFMNP Distribution Agents' Manual, which is hereby incorporated by reference in its entirety.

VII. Executive Order 2019-12D Governing the Expenditure of Public Funds on Offshore Services

Provider agrees to abide by the Executive Order 2019-12D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The provider acknowledges that for purposes of the Executive Order, the provider shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds, or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

VIII. Executive Order 2022-02D State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

Provider agrees to abide by the Executive Order 2022-02D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to divest their money in assets from any investment in any Russian institution or companies in the future, and to terminate any contracts with a Russian institution or company and to refrain from entering into any new contracts with such institutions or companies in the future.


Region 9

AAA

WHEREFORE, the parties caused this Agreement to be executed on the date indicated below, and by signing below the signatories represent and warrant to one another that they have full and complete authority to legally bind each respective party to this Agreement.

Legal Name of Distribution Agent:

Belmont County Commissioners dba
Senior Services of Belmont County
67650 Oakview Drive
St. Clairsville, Ohio 43950

	05/08/2024 PDT
Signature of Authorized Party	Date Signed

Jerry Echemann	Board President
Name and Title of Authorized Party (type or print)	

Legal Name of Agency:

Area Agency on Aging Region 9, Inc.
710 Wheeling Avenue
Cambridge, OH 43725

	05/08/2024 PDT
Signature of Authorized Party	Date Signed

James Endly	CEO
Name and Title of Authorized Party (type or print)	

Upon roll call the vote was as follows:

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

RECESS

Lisa Ward, Executive Director, Mental Health and Recovery Board
Re: Mental Health Awareness Month Proclamation

Ms. Ward said, “Every year we try to do more for the community to recognize that we need to talk about mental health challenges because they’re common and they’re treatable and manageable.” Mr. Echemann inquired what the contributing factor is for the increased need for mental health resources. Ms. Ward said there have been a lot of discussion if the rise could be from the years of COVID-19. She said, “There is so much going on in the world right now with current events and the exposure our youth has through social media and Tik-Tok.” Ms. Ward noted 58% of Americans surveyed feel they are lonely.

IN THE MATTER OF ADOPTING THE PROCLAMATION DESIGNATING
MAY AS MENTAL HEALTH AWARENESS MONTH

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the proclamation designating May as Mental Health Awareness Month.

Mental Health Month 2024

“Where to Start: Mental Health in a Changing World”

WHEREAS, mental health is an essential part of overall well-being, impacting individuals, families, and communities across the United States; and

WHEREAS, one in five American adults experiences a mental health condition each year and everyone faces challenges in life that can impact their mental health; and

WHEREAS, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help; and

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life; and

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources.

THEREFORE, We the Belmont County Commissioners do hereby proclaim May 2024 as Mental Health Month in Belmont County. We encourage all residents of Belmont County to:

- Educate themselves and others about mental health conditions, treatment options, and available resources.
- Challenge stigma by speaking respectfully and inclusively about mental health.
- Seek help if they are struggling with their mental health and encourage others to do the same.
- Support organizations that provide mental health services and advocacy.
- Create safe and supportive environments for open conversations about mental health.
- Together, we can create a community where everyone feels empowered to prioritize their mental wellbeing and seek help when needed.

Adopted this day the 8th of May, 2024

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
J. P. Dutton /s/
Josh Meyer /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:32 A.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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:39 a.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 six motions to be considered.

IN THE MATTER OF ADOPTING THE REVISED JOB
DESCRIPTION FOR THE BELMONT COUNTY WATER
AND SEWER DISTRICT MAINTENANCE MANAGER

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the revised job description for the Belmont County Water and Sewer District Maintenance Manager, to also include changing the pay grade from 11 to 13, effective May 12, 2024.

Effective 5-12-24

Belmont County Water and Sewer District

Position: Maintenance Manager
Hourly Wage: See Pay Scale
Department: Distribution & Sanitary Sewer Collection
Supervisor: Distribution Manager
Job Duties:

Manage and oversee maintenance crews (including overtime responsibilities).

- Train Maintenance Crews – Train maintenance employees on preventative maintenance of equipment, repair work, job setups, and maintenance records, etc.
- Generate, assign and prioritize daily workload for Maintenance employees.
- Develop and maintain a preventative and regular maintenance schedule.
- Manage and oversee maintenance throughout distribution system (pump stations, pressure reducing valves, altitude valves, chlorine booster stations, well & SCADA), water plant, collection system (lift stations, SCADA), sewer plant, vehicle/equipment maintenance, flow tests, pressure readings, projects, etc.
- Oversee and assist various skilled tasks including but not limited to: chlorination systems, pump station operation, lift station operation, automatic control valves (pressure relief valve, pump control valve), pressure reducing valves, altitude valves, pump and motor maintenance/repair, electrical equipment and SCADA system.
- Manage and maintain inventory for vehicle/equipment maintenance and distribution/collection maintenance.
- Distribution/Office Communication – ensure proper communication pertaining to work orders, disruption of service, boil advisors, customer call rounds, invoices, etc.
- May also need to correspond with district customers regarding questions or issues relating to Distribution/Collection System.

- Oversee and assist with welding, cutting, and fabrication, Gasoline and diesel diagnostic checks, all types of repairs, tune-ups, exhaust work, brake jobs, electrical work, lube, filters, and hydraulic repair. Including maintenance and repair of lawn mowers, tractors, weed eaters, saws, pumps, and generators.
- Enforce safe work practices and cleanliness in the work place.
- May take on more responsibilities as directed by supervisor.

Additional Job Duties:

May be needed to assist other members of the Distribution Department. May perform other duties as assigned.

Major Work Characteristics:

Knowledge of safe work practices and procedures. Essential employee, mandatory on-call responsibility. Schedule and manage maintenance crews. Generate requisitions, manage inventory, maintenance budget and records. Ability to carry out detailed written and/or oral instructions. Read short sentences and understand advanced vocabulary. Demonstrate dexterity and skillful use of hands. Recognizes safety warnings.

Physical Requirements:

Standing, bending, squatting, kneeling, lifting, ladder and stair climbing. Walking on a variety of terrains and compositions. Perform visual inspections. Use hand tools, power tools, personal computers and operate motor vehicles successfully.

Minimum Qualifications:

High School Education, valid driver’s license and Class A-CDL. Five years’ advanced mechanical experience.

Unusual Work Conditions:

Will be exposed to grease and oil. May be exposed to various extreme weather conditions such as heat, sun, rain, cold, snow. May work afternoon, night, holiday, weekend or extended/elongated shifts. May be exposed to general outside hazards such as poison ivy or oak. Exposed to potentially dangerous power equipment such as electric drill, saws, grinders, tapping machines, cutting and welding equipment.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE REVISED JOB DESCRIPTION FOR THE BELMONT COUNTY WATER AND SEWER DISTRICT DISTRIBUTION MANAGER

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the revised job description for the Belmont County Water and Sewer District Distribution Manager, effective May 12, 2024.

Effective 5-12-24

Belmont County Water and Sewer District

Position:	Distribution Manager
Salary Rate:	See Pay Scale
Department:	Distribution & Sanitary Sewer Collection
Supervisor:	Director

Job Duties:

- Supervise, manage and coordinate work activities for Assistant Distribution Manager, Collection System Employees, Distribution Employees and oversee the entire Distribution System.
 - Maintain a list of all items (hydrant/valve replacements, taps, projects, work orders, etc.) that need to be completed, track progress and document completion dates. Delegate these items to the Assist Distribution Manager and Maintenance Manager.
 - Manage and maintain all inventory for Distribution and Collection (to include a manual count twice a month).
 - Manage overtime responsibilities – Monitor overtime board and on-call teams. Send availability list to the water plant and office daily.
 - Ensure proper communication with Office employees pertaining to work orders, meter reading schedule, tap sheets, hydrants out of service, disruption of service, boil advisors, customer call arounds, etc.
 - Oversee distribution flows, monitor records of mainline meter reading averages and manage water loss.
 - Monitor chlorine readings/levels throughout Distribution system.
 - Track employee’s certifications to ensure employees maintain requirements for licenses.
 - Create and maintain a distribution system flushing program.
 - Create and maintain a backflow prevention program.
 - Create and maintain a valve exercise program.
 - May also need to correspond with District customers regarding questions or issues relating to Distribution/Collection System.
 - Track all Distribution expenditures for material, services, tools and equipment. Maintain records of these expenditures by quarter of each year. Submit an annual budget request for stock materials, services, tools and equipment to Director.
 - Conduct and or schedule safety meetings.
 - Enforce safe work practices and cleanliness in the work place.
 - Give regular and consistent feedback to employees to manage employees’ expectations and performance.
 - Have sound understanding of the overall hydraulics and operations of the distribution system.
 - Train and educate employees on proper procedures and operations of the distribution system.
 - Basic electrical skills including the ability to take amp, volt readings and replace fuses.
 - Basic understanding of Scada radio system.
- May take on more responsibilities as directed by supervisor.

Major Work Characteristics:

Knowledge of safe work practices and procedures. Essential employee, mandatory on-call responsibility. Generate requisitions, manage inventory and budget. Ability to read and understand utility mapping. Good computer skills. Good organizational and record keeping skills. Must be able to plan in advance. Demonstrate good management and scheduling abilities. Understand and carry out complex written and/or verbal directions. Recognize safety warnings. Lead and manage Distribution employees.

Physical Requirements:

Standing, bending, squatting, kneeling, lifting, ladder and stair climbing. Walking on a variety of terrains and compositions. Perform visual inspections. Use hand tools, power tools, personal computers and operate motor vehicles successfully.

Minimum Qualifications:

High School Education, Valid Driver’s License, Competent Employee Training for Trench Excavation, Five Years’ Experience in Water Distribution or equivalent experience, Ohio EPA Water Distribution II Certification or greater.

Unusual Work Conditions:

May be exposed to various extreme weather conditions such as; cold, heat, rain, snow, and sun. May work afternoon, night, holiday, weekend or extended/elongated shifts. May be exposed to general outside hazards such as poison ivy and/or poison oak. Exposed to potential hazards such as; heavy equipment, power equipment (drills, saws, grinders, tapping machine, and cutting equipment), electrical shock, and confined spaces.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE NEW JOB DESCRIPTION FOR THE NEW POSITION OF COMPLIANCE ADMINISTRATOR AT THE BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the job description for the new position of Compliance Administrator at Belmont County Water and Sewer District, at pay grade 7, effective May 12, 2024.

Effective 5-12-24

	Belmont County Water & Sewer District
Position:	Compliance Administrator
Hourly Rate:	See Current Pay Scale
Department:	Office/Administration
Supervisor:	Director
Job Duties:	

Maintain, develop and implement standard operating procedures to ensure compliance with internal policies and the requirements of regulatory agencies. Assist the Director in establishing and putting compliance and standard operating procedures into effect. Manage compliance requirements for the District and staff members pertaining to OSHA, BWC, ODOT, ORC, OAC and the OEPA, including commercial driver license training program, operator certification requirements, contingency plan, water source protection plan and notice of violations. Manage and generate correspondence, reports and other compliance documentation. Develop, implement and enforce safety program, policies and procedures to ensure compliance with regulatory requirements. Stay abreast of relevant regulations and standards. Schedule and/or conduct safety training programs for employees, including new hire orientation and ongoing refresher courses. Investigate accidents, incidents and near misses to determine root causes and implement preventive measures. Maintain safety records and documentation, including incident reports, safety data sheets, and training records. Organize human resource related issues and act as a liaison between the District and the Human Resource Department. Assist management as needed. Maintain composure when dealing with the public. Maintain accurate records.

Additional Job Duties:
Performs other related duties as required. Overtime work when and if needed.

Major Work Characteristics:
Leadership skills that promote a positive culture; Demonstration of tact and professionalism when dealing with others; Bookkeeping; accurate record keeping and computer skills; compose letters, memos, reports and program updates; proficient in both Microsoft word and Excel software; ability to follow and comprehend written and verbal instructions; public relations skills; maintain accuracy at all times; multi-tasking; phone; operate various office equipment.

Physical Requirements:
Energetic; able to climb stairs; able to pick up and move 30lbs a short distance

Minimum Qualifications:
Bachelor’s degree in related field, plus 2 years’ experience in related field; computer skills; proficient in Microsoft Word and Excel; valid driver’s license.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A ONE-TIME PAY INCREASE
FOR BELMONT COUNTY WATER AND SEWER DISTRICT
MAINTENANCE MANAGER, JEFF AZALLION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a one-time pay increase for Belmont County Water and Sewer District Maintenance Manager, Jeff Azallion, from pay grade 11 step 4 to pay grade 13 step 3 in compliance with the newly defined job description and pay grade, effective May 12, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A ONE-TIME PAY INCREASE
FOR BELMONT COUNTY WATER AND SEWER DISTRICT
DISTRIBUTION MANAGER, CHAD SUTTON**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a one-time pay increase for Belmont County Water and Sewer District Distribution Manager, Chad Sutton, from pay grade 13 step 1 to pay grade 13 step 2, based on new job responsibilities in compliance with the newly defined job description.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CHANGE IN STATUS OF
CHRISELDA DELA PENA FROM FULL-TIME TO INTERMITTENT LPN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the change in status of Chriselda Dela Pena from full-time to intermittent LPN at the Belmont County Jail, effective May 12, 2024.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:29 p.m. with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:29 P.M.
Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 1:29 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of May, 2024.

Jerry Echemann /s/

J. P. Dutton /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