

St. Clairsville, Ohio

July 10, 2024

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 \$1,624,034.58**

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:

**S30 OAKVIEW JUVENILE REHABILITATION**

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S60.000 Maintenance	\$5,546.92

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 July 10, 2024, date:

**A00 GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$500.00
E-0131-A006-A04.002	Salaries-Road	\$1,000.00

**P90 SPECIAL EMERGENCY PLANNING FUND/LEPC**

E-1720-P090-P01.010	Supplies	\$225.00
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$40.00
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**S85 JUVENILE COURT/COMPUTER FUND**

E-1582-S085-S08.000	Computer Expense	\$1,858.23
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**Y41 INDIGENT APPLICATION FEES/AUDITOR**

E-9841-Y041-Y01.000	Remit to State	\$278.10
E-9841-Y041-Y02.000	Remit to County	\$1,112.40

**Y42 RECOUPMENT FEES INDIGENT/AUDITOR**

E-9842-Y042-Y01.000	Remit to State	\$350.00
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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 REQUEST FOR CERTIFICATION**  
**OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **A00 GENERAL FUND/MISCELLANEOUS-OTHER-\$500.00** paid into R-0050-A000-A42.500, Miscellaneous Other on 07/02/2024.

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 July 10, 2024, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY**  
**COMMISSIONERS RECEIVED AND REVIEWED THE**  
**MONTHLY FINANCIAL REPORT FOR MAY 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 May 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:

July 10, 2024

**COMMISSIONERS**-Jerry Echemann to Wheeling, WV, on July 18, 2024, to attend the Belomar Regional Council Associate Board meeting. A county vehicle will be used for travel. Jerry Echemann to Senecaville, OH, on July 19, 2024, to attend the EODA Summer meeting. A county vehicle will be used for travel.

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 July 2, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING KENNETH SALL AS FULL-TIME COLLECTION SYSTEM OPERATOR/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Kenneth Sall as a full-time Collection System Operator at Belmont County Water and Sewer District, effective July 15, 2024.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING GEORGE STARKEY, PART-TIME MEDICAL DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of George Starkey, part-time Medical Driver at Senior Services of Belmont County, effective July 15, 2024.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING RESIGNATION OF THOMAS PATRONE, FULL-TIME CASE MANAGER-ELIGIBILITY REFERRAL SPECIALIST 2 AND SETTLEMENT AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL & TOM PATRONE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the resignation of Thomas Patrone, full-time Case Manager - Eligibility Referral Specialist 2, effective July 13, 2024 and the settlement agreement between The Belmont County Board of Commissioners and The American Federation of State, County and Municipal Employees, Ohio Council & Tom Patrone, Employee, Job & Family Services.

**SETTLEMENT AGREEMENT**  
**Between**  
**THE BELMONT COUNTY BOARD OF COMMISSIONERS**  
**And**  
**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES, OHIO COUNCIL 8,**  
**And**  
**TOM PATRONE, EMPLOYEE, JOBS & FAMILY SERVICES**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made this 14<sup>th</sup> day of June, 2024, between the Belmont County Board of Commissioners (“Employer”), the American Federation of State, County and Municipal Employees, AFL-CIO, Ohio Council 8, and any successors or assigns (“Union”), and Employee Tom Patrone (“Employee”), jointly referred to as “the Parties,” in consideration of the mutual covenants and agreements set forth below. The force and effect of this Agreement shall not expire.

Introduction

Whereas, Employee has agreed to resign in lieu of discipline; and,

Whereas, Employer has agreed to accept his irrevocable resignation;

Now, therefore, the Parties to this Settlement Agreement agree as follows:

1. Employee’s last day in the office will be 6/14/24.
2. Employee will use 80 hours of sick leave the pay period ending 6/29/24.
3. Employee will use 8 hours personal leave and 72 hours vacation leave the pay period ending 7/13/24.
4. All remaining vacation hours will be paid out on 7/19/24 final paycheck.
5. Employee’s health insurance premium for August will be deducted on 7/19/24 for his portion only. Employer agrees to pay its share for August and continue Employee’s coverage through August 31, 2024.
6. Release in Full of All Claims. Employee, for himself and Employee's heirs, administrators, executors, agents, and assigns, does hereby forever release and discharge the Employer and its officers, agents, servants, employees, consultants, attorneys, successors, predecessors, administrators, and assigns (hereinafter “the Released Parties”) from any and all charges, claims, demands, appeals, judgments, causes of action, damages, expenses, costs, and liabilities arising out of his employment. Employee expressly acknowledges that the claims released by this paragraph include all rights and claims relating to Employee's employment with the Employer and the termination thereof, including without limitation any claims Employee may have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Americans with Disabilities Act, as amended, Genetic Information Nondiscrimination Act (GINA), the Family and Medical Leave Act, as amended, Ohio R.C. Chapter 124, Ohio R.C. Chapter 4112, and any other federal, state, or local laws or regulations governing employment relationships. This Release specifically

**SETTLEMENT AGREEMENT – AFSCME/PARSONS (Continued)**

and without limitation includes a release of any claims for employment discrimination, wrongful discharge, breach of contract, or promissory estoppel, and extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected, presently existing or resulting from or attributable to any act or omission of the Employer or the other Released Parties occurring prior to the execution of this Agreement. The Release contained herein does not apply to rights or claims first arising after the effective date of this Agreement.

Nothing in this Agreement is intended to, or shall, interfere with the Employee's rights under federal, state, or local civil rights or discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with such agency in its investigation, none of which shall constitute a breach of the non-disparagement or confidentiality clauses of this Agreement. The Employee shall not, however, be entitled to any relief, recovery or monies in connection with any such action brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge, or proceeding.

7. Compliance with Older Workers Benefit Protection Act. Employee specifically acknowledges and understands that this Agreement is intended to release and discharge any claims of Employee under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act.
8. Timeline for Consideration. Employee acknowledges that he has had twenty-one (21) days to consider the terms of this Agreement before signing it and will have seven (7) days in which to revoke Employee's acceptance after signing this Agreement. To revoke, Employee must deliver written notice of revocation to:

ATTN: Katie Bayness, Belmont County Human Resources Administrator  
Human Resources Department  
101 West Main Street  
St. Clairsville, OH 43950

which states, "I HEREBY REVOKE MY ACCEPTANCE OF THIS AGREEMENT AND RELEASE."

The revocation must be personally delivered at the above address within seven (7) calendar days after the Employee signed this Agreement and Release.

9. Return of Property. Employee agrees to return all Employer property remaining in Employee's possession or control, including without limitation any and all equipment, uniforms, keys or access cards and all other property of the Employer on or before the Separation Date.
10. Non-Admission. This Agreement is not to be construed as an admission of liability or wrongdoing on the part of any Party. Employee and the Employer further understand and agree that this Agreement shall not be admissible as evidence in any federal, state, county, municipal, administrative or other commission proceeding, except that any Party



**SETTLEMENT AGREEMENT – AFSCME/PALMONE (Continued)**

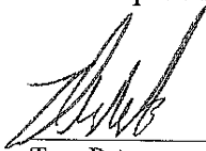
may submit this Agreement to the appropriate court or agency in the event the other party breaches the same.

11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
12. Choice of Forum. The parties to this Agreement agree that jurisdiction for any action filed to enforce this Agreement or any provision hereof, or any action which involves interpretation of this Agreement or any provision hereof, shall be proper only in state court located in Belmont County, Ohio, or in federal court in the Southern District of Ohio in Franklin County.
13. No Waiver of Terms. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under the terms, covenants, or conditions hereof.
14. Enforceability. This Agreement shall be construed and interpreted so as to be enforceable to the fullest extent permitted by law. If any provision of this Agreement shall be determined to be unlawful, improper, or unenforceable for any reason in any jurisdiction, such unenforceability shall not affect its validity or enforceability in any other jurisdiction, nor shall it affect the validity or enforceability of any other provision hereof.  
  
This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation. If there is a conflict between this Agreement and any present or future law, the part that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law.
15. Modifications. No modification or amendment of this Agreement shall be effective unless the same be in a writing duly executed by all the Parties hereto.
16. Execution in Parts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute a single memorandum.
17. Voluntary Acts. Employee hereby acknowledges that employee has carefully read and understands the terms of this agreement, that employee has been advised and encouraged to consult with an attorney, if desired, has received all the advice employee deems necessary concerning this agreement, and that employee has chosen to enter into this agreement freely, knowingly, and voluntarily.
18. Non-Precedent. Employee, Employer, and the Union agree that this Settlement Agreement is to be considered as a non-precedent setting agreement. Any future personnel actions or wage continuation decisions undertaken by the Employer and/or Belmont County will be handled on a case-by-case basis and in compliance with the collective bargaining agreement between the Employer and the Union.
19. Authorship. None of the Parties acknowledges authorship of this Settlement Agreement, as it was jointly reviewed, and such language shall not be construed against either party. None

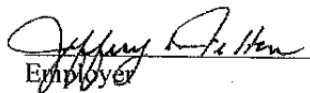
SETTLEMENT AGREEMENT – AFSCME/PATRONE (Continued)

of the parties to this Settlement Agreement admit fault, and there shall be no assumption of guilt by any party executing this Settlement Agreement.

- 20. Other Venue. Employee and the Union voluntarily agree not to pursue redress of this Settlement Agreement in any other forum or venue.
- 21. Waiver. The Union hereby agrees that it will not appeal or otherwise challenge any circumstances surrounding the Parties’ entry into this Settlement Agreement through the grievance and arbitration procedure of the collective bargaining agreements between the Union and the Employer, or by any other administrative or legal means challenge, appeal, or otherwise question the terms and circumstances under which this Agreement has been entered into.
- 22. Vote. The Union acknowledges that entering into this Settlement Agreement does not require the vote of any union memberships.
- 23. Entire Agreement. This Agreement supersedes all other oral and written agreements between the Parties with respect to the actions described herein, and this Agreement contains all of the covenants and agreements between the Parties with respect to this matter.
- 24. Opportunity for Representation. Employee acknowledges that this Agreement is made knowingly and voluntarily, and that he has been afforded the opportunity to consult with both counsel and the Union prior to entering into it.
- 25. Severability. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, such determination shall not affect the other provisions, and all other provisions shall be enforced as if the invalid provision were not a part of this Agreement.

  
Tom Patrone  
6/14/24  
Date

  
Union  
6.14.2024  
Date

  
Employer  
6/14/2024  
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING MR. RON HOPKINS  
TO THE AREA AGENCY ON AGING REGION 9, INC.  
REGIONAL ADVISORY COUNCIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to reappoint Mr. Ron Hopkins to the Area Agency on Aging Region 9, Inc. Regional Advisory Council for a three-year term effective July 8, 2024 through July 7, 2027.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF

**UNSPECIFIED DONATIONS /DOG AND KENNEL FUND**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of \$5,892.90 in unspecified donations to the Belmont County Dog and Kennel fund for the second quarter of 2024, as follows: \$2,641.46 for April, \$1,244.39 for May and \$2,007.05 for June. Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRANSFER OF A 2014 CHEVROLET EXPRESS VAN FROM THE BELMONT COUNTY SHERIFF’S OFFICE TO THE BELMONT COUNTY ELECTION BOARD**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the transfer of a 2014 Chevrolet Express Van from the Belmont County Sheriff’s Office to the Belmont County Election Board.  
*Note: This vehicle is no longer in use by the Sheriff’s Department and will replace a nonworking van at the Board of Elections.*  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SERVICE AGREEMENT FROM JOHNSON CONTROLS/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the service agreement from Johnson Controls in the amount of \$1,925.92 for the annual Backflow Test & Inspection and Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail for the period of August 1, 2024 to July 31, 2025.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE FROM OLIVER PACKAGING/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from Oliver Packaging, in the amount of \$37,660.00, for a Printer-Label Applicator with Conveyor for Senior Services of Belmont County.  
*Note: Industry standards require labeling that includes ingredient contents and use-by-date.*  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRADE-IN OF ONE 2019 DODGE CHARGER AND ONE 2012 DODGE CARAVAN AND PURCHASE OF ONE 2024 FORD ESCAPE FROM HILL INTERNATIONAL TRUCKS, LLC OF ST. CLAIRSVILLE/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the trade-in of one 2019 Dodge Charger for a trade-in amount of \$10,000.00 and one 2012 Dodge Caravan for a trade-in amount of \$500.00 and purchase of one 2024 Ford Escape from Hill International Trucks, LLC of St. Clairsville, in the amount of \$21,827.00 (after trade-in), for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.  
*Note: This is a replacement vehicle and will be used for non-emergency medical transportation.*  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR BELMONT COUNTY ENGINEER’S PROJECT 24-3 BEL-CR10-9.18 & VAR-PID 115658 RESURFACING TO SHELLY & SANDS, INC.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Belmont County Engineer’s project 24-3 BEL-CR10-9.18 & VAR- PID 115658 Resurfacing to the low bidder, Shelly & Sands, Inc., in the amount of \$2,884,438.10, based upon the recommendation of Terry Lively, Belmont County Engineer.  
*Note: Engineer’s estimate: \$2,693,444.00.*  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT AGREEMENT FOR THE BEL-CR 34-0.00/2.55 HOSPITAL ROAD PAVING AND SLIDE REPAIR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **BEL-CR 34-0.00/2.55** (Hospital Road) Paving and Slide Repair in the not to exceed amount of \$400,000.00, based upon the recommendation of Terry Lively, County Engineer.  
*Note: Total estimated project cost is \$971,598.00. Total of local share is \$571,598.00. \$252,615.00 to be paid by the Engineer’s MVGT fund and \$318,983.00 to be paid by the Commissioners’ General Fund.*  
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 EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for Adult Mentoring for In-

July 10, 2024

School Youth and In and Out-of-School Youth, in the not to exceed amount of \$188,443.00, effective July 1, 2024 to June 30, 2025 for Program Year 2024.

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

**Whereas**, this contract, entered into on the **10<sup>th</sup>** day of **July 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the East Central Ohio Educational Service Center (hereinafter “Contractor”), is for the purchase of the performance of the following services: Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), 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 provide Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2024 (July 1, 2024-June 30, 2025). This service is one (1) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

## 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:** The East Central Ohio Educational Service Center  
834 East High Avenue  
New Philadelphia OH 44663  
(330)308-9939  
WIOA Area 16 subgrant G-2425-15-0187  
No R&D  
No Indirect cost rate.

Federal Sub Award Allocations for FFY 2024							
Service Location Type	Budget Reference Description	Budget Reference	Grant	CFDA#	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
(PA) Public Assistance							
PA	CCMEP TANF Admin - CDJFS Lead	JFSCACMA	JFSCTF24	93.558	12/31/2024	2401OHTANF	10/30/2023
PA	CCMEP TANF Reg - CDJFS Lead	JFSCACMP	JFSCTF24	93.558	12/31/2024	2401OHTANF	10/30/2023
WIOA	adult	JFSCWADU	JFSCAF23	17.258	9/30/2024	AA385492255A39	3/29/2023
WIOA	adult	JFSCWADU	JFSCAF24	17.258	9/30/2025	23A55T00006	11/9/2023
WIOA	adult	JFSCWADU	JFSCAP22	17.258	9/30/2024	AA385492255A39	7/1/2022
WIOA	adult	JFSCWADU	JFSCAP23	17.258	9/30/2025	23A55T00006	7/1/2023
WIOA	CCMEP WIOA Youth	JFSCWCWY	JFSCYP22	17.259	9/30/2024	AA385492255A39	7/19/2022
WIOA	CCMEP WIOA Youth	JFSCWCWY	JFSCYP23	17.259	9/30/2025	23A55AY000050	6/12/2023

### III CONTRACT PERIOD

This contract and its terms for Program Year 2024 (PY24) will become effective on July 1, 2024. The termination date of this contract is June 30, 2025. This is the third contract of the four-year RFP that was issued and began with PY22 on July 1, 2022. The contract may be renewed for up to one (1) additional Program Year (PY25) based upon satisfactory performance.

## 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.

### Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8<sup>th</sup>) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

### Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

### Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
  - A school dropout;
  - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
  - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
  - An individual who is subject to the juvenile or adult justice system;
  - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6))], a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
  - An individual who is pregnant or parenting;
  - A youth who is an individual with a disability; or
  - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area

### In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
  - Basic skills deficient;
  - An English language learner;
  - An offender;

- A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6))], a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
- Pregnant or parenting;
- An individual with a disability; or
- An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths’ success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

Proportional payment would occur at 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.

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state’s biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. The Contractor shall make available Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
3. The Contractor is responsible for any disciplinary actions to be taken due to a participant’s behavior.
4. The Contractor may refer potential participants to the Purchaser for eligibility determination.
5. The Contractor shall employ the necessary staff to operate the program. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to CCMEP Youth activities.
6. The Contractor’s staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
7. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
9. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants’ eligibility.



- 2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
- 3. The Purchaser will pay all costs related to providing Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
- 4. 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. Service Requirements**

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article

IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

**D. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

**Performance Standards**

- 1. **Seventy percent (70%) of the total combined in-school and out-of-school youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in Adult Mentoring.**
- 2. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
- 3. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**
- 4. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month.**

The Contractor’s failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

**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.

**E. 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

**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 Youth and/or Adult Funds (CFDA #17.259 youth/ CFDA #17.258 adult) (WIOA) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$188,443.00. This is further restricted as follows:

\$28,267.00 must be spent on CCMEP WIOA eligible participants/STEM Initiative

\$160,176.00 must be spent on CCMEP TANF eligible participants.

The proposal allows for up to sixty-five (65) youth to be served at a per unit cost of \$2899.12. The budget consists of 15% WIOA funding and 85% TANF funding.

**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.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) 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.

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.

The following cost schedule is based upon performing the services herein described for Out-of-School Youth/Adult and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Direct Salary of Two (2) Career Navigators	\$131,764.00
Career Navigator Direct Fringe Benefits	\$26,476.00
Operating Expenses	\$22,312.00
Indirect Costs	\$7891.00
TOTAL COST:	\$188,443.00
MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT:	\$188,443.00

Detailed List of Operating Expenses:

Detailed List of Operating Expenses:

1. Mileage: \$10,050.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$5,000.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$3,501.00 includes copies and handouts
4. Professional Development: \$3,761.00 Contractor staff trainings are to be determined. The contractor must submit proposed training sessions to the Purchaser for review and approval prior to registering for any training sessions.

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**



- XXXIII

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.

**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.

<b>SIGNATURES:</b>	
<i>Jeffery Felton /s/</i>	7/1/2024
<b>Jeffery Felton, Director</b>	<b>Date</b>
Belmont County Department of Job and Family Services	
68145 Hammond Road	
St. Clairsville, OH 43950	
(740)579-0279	
<i>J. P. Dutton /s/</i>	7/10/24
<b>J. P. Dutton, Belmont County Commissioner</b>	<b>Date</b>
<i>Jerry Echemann /s/</i>	7-10-24
<b>Jerry Echemann, Belmont County Commissioner</b>	<b>Date</b>
<i>Josh Meyer /s/</i>	7/10/24
<b>Josh Meyer, Belmont County Commissioner</b>	<b>Date</b>
<i>Randy Lucas /s/</i>	7/1/2024
<b>Randy Lucas, Superintendent</b>	<b>Date</b>
East Central Ohio Educational Service Center	
834 East High Avenue	
New Philadelphia OH 44663	
<b>Approved as to form:</b>	
<i>Jacob Manning /s/</i>	7/1/2024
<b>Belmont County Prosecutor</b>	<b>Date</b>

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 COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

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 Community Action Commission of Belmont County, for Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth, in the not to exceed amount of \$457,723.00, effective July 1, 2024 to June 30, 2025 for Program Year 2024.

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

**Whereas**, this contract, entered into on the **10<sup>th</sup>** day of **July 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), 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 provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth of Belmont County for Program Year 2024 (July 1, 2024-June 30, 2025). These services are four (4) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program’s services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.
- 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: The Community Action Commission of Belmont County  
153 ½ West Main Street  
St. Clairsville, OH 43950  
(740)695-0293      UEI: LAG1P41TUJM3  
**WIOA Area 16 subgrant G-2425-15-0187**  
**No R&D**  
**No Indirect cost rate.**

Federal Sub Award Allocations for FFY 2024							
Service Location Type	Budget Reference Description	Budget Reference	Grant	CFDA#	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
(PA) Public Assistance							
PA	CCMEP TANF Admin - CDJFS Lead	JFSCACMA	JFSCTF24	93.558	12/31/2024	2401OHTANF	10/30/2023
PA	CCMEP TANF Reg - CDJFS Lead	JFSCACMP	JFSCTF24	93.558	12/31/2024	2401OHTANF	10/30/2023
WIOA	adult	JFSCWADU	JFSCAF23	17.258	9/30/2024	AA385492255A39	3/29/2023
WIOA	adult	JFSCWADU	JFSCAF24	17.258	9/30/2025	23A55T00006	11/9/2023
WIOA	adult	JFSCWADU	JFSCAP22	17.258	9/30/2024	AA385492255A39	7/1/2022
WIOA	adult	JFSCWADU	JFSCAP23	17.258	9/30/2025	23A55T00006	7/1/2023
WIOA	CCMEP WIOA Youth	JFSCWCWY	JFSCYP22	17.259	9/30/2024	AA385492255A39	7/19/2022
WIOA	CCMEP WIOA Youth	JFSCWCWY	JFSCYP23	17.259	9/30/2025	23A55AY000050	6/12/2023

III CONTRACT PERIOD

This contract and its terms for Program Year 2024 (PY24) will become effective on July 1, 2024. The termination date of this contract is June 30, 2025. This contract is the third year of a four-year RFP for the above-mentioned services. The contract may be renewed automatically for up to one (1) additional Program Years (PY25) based upon satisfactory performance.

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.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8<sup>th</sup>) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual’s family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
  - A school dropout;
  - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
  - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
  - An individual who is subject to the juvenile or adult justice system;
  - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
  - An individual who is pregnant or parenting;
  - A youth who is an individual with a disability; or
  - A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 14 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
  - Basic skills deficient;
  - An English language learner;
  - An offender;
  - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
  - Pregnant or parenting;
  - An individual with a disability; or
  - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment

opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Financial Literacy

Services to enhance an individual’s ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending, credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.

Follow-Up Services

Activities after completion of participation to monitor youths’ success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

Proportional payment would occur at 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.

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state’s biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for In-School Youth and Out-of-School Youth.
2. The Contractor shall pay all wages or stipends to participants.
3. The Contractor is responsible for worker’s compensation, social security, FICA or any other costs related to the employment of the participants.
4. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
5. The Contractor is responsible for monitoring each participant’s activities after they are placed in Work Experience.
6. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
7. The Contractor is responsible for collecting and reviewing all participants’ work attendance sheets.
8. The Contractor is responsible for any disciplinary actions to be taken due to a participant’s behavior.
9. The Contractor may refer potential participants to the Purchaser for eligibility determination.
10. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor’s staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
11. The Contractor’s staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.
12. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this

contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

14. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants’ eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. 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. Service Requirements**

The goal of the CCMEP WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy for Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Financial Literacy:** Services to enhance an individual’s ability to: create household budgets; initiate savings plans; make informed financial decisions; manage spending; credit and debt; increase awareness on the availability and significance of credit reports; to understand, evaluate and compare financial products, services and opportunities; and to address the particular financial literacy needs of non-English speakers.
- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

**D. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

**Performance Standards**

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey regarding their participation in their designated service(s) according to their Individual Opportunity Plan (IOP): Work Experience; Leadership Development Opportunities; Adult Mentoring; and Financial Literacy.**
4. **Seventy percent (70%) of In-School Youth enrolled in the CCMEP Program will participate and remain in the program for the school year.**
5. **53.4% of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma. This rate is subject to change based on the final outcome of negotiations with the ODJFS.**
6. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor’s staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
7. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month.**

The Contractor’s failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

**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.

**E. 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its

- evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.
- 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) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$457,723.00. This is further restricted as follows:  
\$367,814.00 is CCMEP TANF Funds (CFDA #93.558)  
Of this funding, \$239,530.00 is allocated toward Work Experience; \$51,525.00 is allocated toward Leadership Development; \$51,525.00 is allocated toward Adult Mentoring; and \$25,234.00 is allocated toward Financial Literacy.  
\$25,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)  
\$64,909.00 is WIOA Youth and/or Adult Funds (CFDA #17.259 youth/ CFDA #17.258 adult) and of the WIOA funds, \$42,270.00 is allocated toward Work Experience; \$9,093.00 is allocated toward Leadership Development; \$9,093.00 is allocated toward Adult Mentoring; and \$4,453.00 is allocated toward Financial Literacy.  
Work Experience proposal includes 84 youth served working approximately 177 hours each for an average of \$3,354.76 per youth. 84 youth are expected to be served in the Leadership Development at a per youth cost of \$721.64. 84 youth are expected to be participating in the Adult Mentoring at a per unit cost of \$721.64. Ten out of school youth are anticipated to be served by the Financial Literacy component at a cost of \$2,968.70 per youth.  
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.
- VIII

BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) 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.  
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.  
The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.
- | ACTIVITY                                 | TOTAL COST   |
|--|--------------|
| Administrative Staff Wages and Fringes   | \$25,587.00  |
| Operating Staff Wages and Fringes        | \$133,426.00 |
| Participant Wages and Fringes            | \$247,262.00 |
| Operating Expenses                       | \$43,026.00  |
| Administrative Expenses                  | \$8,422.00   |
| TOTAL COST:                              | \$457,723.00 |
| MAXIMUM AUTHORIZED REIMBURSEMENT AMOUNT: | \$457,723.00 |
- 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:**

<u>Jeffery Felton /s/</u> <b>Jeffery Felton, Director</b> Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)579-0279	<u>7/1/2024</u> <b>Date</b>
<u>J. P. Dutton /s/</u> <b>J. P. Dutton, Belmont County Commissioner</b>	<u>7/10/24</u> <b>Date</b>
<u>Jerry Echemann /s/</u> <b>Jerry Echemann, Belmont County Commissioner</b>	<u>7-10-24</u> <b>Date</b>
<u>Josh Meyer /s/</u> <b>Josh Meyer, Belmont County Commissioner</b>	<u>7/10/24</u> <b>Date</b>
<u>Alaire King /s/</u> <b>Alaire King, Director</b> Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville, OH 43950 (740)695-0293	<u>7/1/2024</u> <b>Date</b>
<b>Approved as to form:</b> <u>Jacob Manning /s/</u> <b>Belmont County Prosecutor</b>	<u>7/1/2024</u> <b>Date</b>

Upon roll call the vote was as follows:

Mr. Echemann	Yes
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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 JEFFERSON COUNTY COMMUNITY ACTION COUNCIL**

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 a not to exceed amount of \$80,000.00, for the Re-employment Services and Eligibility Assessment (RESEA) program, effective July 1, 2024 to June 30, 2025.

*Note: Certain people who are receiving unemployment compensation are required to meet with a worker and complete an assessment to develop a re-employment plan.*



BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract, entered into on the 10<sup>th</sup> day of July, 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 Reemployment Services and Eligibility Assessment (RESEA) that meet the requirements and standards of the state Reemployment Services and Eligibility Assessment (RESEA) plan, 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 implement the Reemployment Services and Eligibility Assessment (RESEA) program, which includes being the employer of record for staff funded for through this program.
- 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 Sub Award  
Allocations for FFY 2024

Service Location Type	Budget Reference Description	Budget Reference	Grant	CFDA#	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
WIOA	Reemploy Srv Elig Assess Prog	JFSCWRSP	JFSCUR22	17.225	3/31/2024	UI379992260A39	8/25/2023
WIOA	Reemploy Srv Elig Assess Prog	JFSCWRSP	JFSCUR23	17.225	6/30/2024	UI393422355A39	10/26/2023

No R&D  
14.20% Indirect cost rate.

**III CONTRACT PERIOD**

This contract and its terms for July 1, 2024, through June 30, 2025 and can include services rendered prior to July 1, 2024 but not billed/paid until this program year, due to Jefferson County Community Action Council, Inc, operating the RESEA program in the prior program year.

**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.

RESEA

Reemployment Services and Eligibility Assessment (RESEA) is a federal program that provides intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. The goal of the program is to provide claimants with a wide array of resources that support reemployment as quickly as possible and connects claimants to reemployment services, including co-enrollment in the Wagner-Peyser Employment Services program, Workforce Innovation and Opportunity Act (WIOA) dislocated worker program or other program services, as appropriate.

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. All staff will be employed by the Contractor, and subject to all of the Contractors' workplace rules and policies.

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**

1. The Contractor shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to RESEA activities.
2. The Contractor's staff must become familiar with state RESEA plan and policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable.
3. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
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. Service Requirements**

To implement this program, the Contractor will provide RESEA services that are designed to meet the purposes of RESEA:

The purposes of the RESEA program are:

- ☛ To improve employment outcomes of Unemployment Insurance (UI) recipients and to reduce the average duration of UI receipt through employment;
- ☛ To strengthen program integrity and reduce improper UI payments through detection and prevention of such payments to ineligible individuals;
- ☛ To promote the alignment with the broader vision of WIOA of increased program integration and service delivery, including UI claimants; and
- ☛ To establish reemployment services and eligibility assessments as an entry point for UI claimants into other workforce system partner programs.

To achieve these purposes, the state has set the following service requirements:

Claimants selected to participate in the RESEA program must complete an initial RESEA and subsequent RESEA. An initial RESEA is defined as the first meeting between staff and a UI claimant who reports to the meeting in response to an official notification of selection and required participation in RESEA services. A subsequent RESEA is defined as a follow-up meeting held after the initial RESEA.

For the initial RESEA, at a minimum, claimant must:

- ☛ View an online introduction video known as Ohio’s Introduction Video;
- ☛ Complete a UI eligibility assessment conducted on a one-on-one basis, that includes a review of work search activities, and referral to the Office of Unemployment Insurance Operations (OUIO) processing center if a potential issue(s) is identified;
- ☛ Be referred to the OUIO processing center if a potential issue(s) is identified at any time during delivery of the program (e.g. during the session, reminder call, or rescheduling);
- ☛ Be provided customized labor market and career information based on an assessment of the claimant’s needs, including information about in-demand occupations;
- ☛ Be enrolled in the *Employment Services* program (formerly known as Wagner-Peyser);
- ☛ Receive information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training, as appropriate; and
- ☛ Receive an *Individual Opportunity Plan* (IOP) jointly developed by the claimant and staff that identifies the claimant’s reemployment goals and determines the combination of services needed for the claimant to reach reemployment goals. The plan may include work search activities,

recommendations on accessing services at the OhioMeansJobs center or through self-service tools, and/or training; and

Participate in OhioMeansJobs center orientation following completion the initial RESEA and prior to completion of the subsequent RESEA.

Claimants receive the same or similar services during the initial and subsequent RESEA, except that claimant is not required to view an online introduction video as part of the subsequent RESEA.

**D. 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.

**E. 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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 (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) 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.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of the Reemployment Services and Eligibility Assessment (RESEA) grant (CFDA #17.225). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$80,000.

**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.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) 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.

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.

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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.

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

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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**

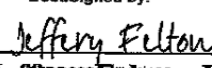
The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983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

**XLI PROCUREMENT**

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

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SIGNATURES:

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

7/1/2024  
Date

  
J. P. Dutton, Belmont County Commissioner

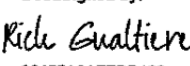
7/10/24  
Date

  
Jerry Echemann, Belmont County Commissioner

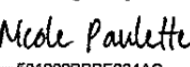
7/10/24  
Date

  
Josh Meyer, Belmont County Commissioner

7/10/24  
Date

DocuSigned by:  
  
96455A9AFFDB462...  
Rich Gualtiere, CEO  
Jefferson County Community Action Council, Inc  
114 N 4<sup>th</sup> Street  
Steubenville, OH 43952

7/1/2024  
Date

DocuSigned by:  
  
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WIA-16 Workforce Development Board Chair

7/10/2024  
Date

DocuSigned by:  
  
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WIOA-16 Council of Government Chair

7/9/2024  
Date

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Approved as to form: Belmont County Prosecutor

7/1/2024  
Date

Upon roll call the vote was as follows:

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

RECESS

**Belmont County Budget Hearing FY 2024-Present:** Fiscal Clerk Jaclynn Smolenak and Assistant Clerk Lisa Vannoy. Mr. Echemann said the Board of Commissioners allocate funds to each department. Budget hearings will be held with each department in the coming months. The Commissioners thanked Jaclynn and Lisa for all of their work they put into the budget process.

**IN THE MATTER OF APPROVING AND HEREBY SUBMIT THE  
BELMONT COUNTY BOARD OF COMMISSIONERS' ANNUAL BUDGET  
FOR FISCAL YEAR COMMENCING JANUARY 1, 2025**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2025 for consideration by the County Budget Commission.

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 10:56 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Hannah Warrington, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:13 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:13 p.m.  
Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there is three motions to be considered.

**IN THE MATTER OF EXTENDING PROBATION FOR  
BRYAN FOX, FULL-TIME UILITY WORKER  
FOR BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to extend the probation for Bryan Fox, full-time Utility Worker for Belmont County Water and Sewer District, not to exceed November 5, 2024 or until a Class B CDL is obtained, whichever comes first.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXTENDING PROBATION FOR  
NICHOLAS MATERKOSKI, FULL-TIME UILITY WORKER  
FOR BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to extend the probation for Nicholas Materkoski, full-time Utility Worker for Belmont County Water and Sewer District, not to exceed November 5, 2024 or until a Class B CDL is obtained, whichever comes first.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXTENDING PROBATION FOR  
DOMINIC MEMMO, FULL-TIME UILITY WORKER  
FOR BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to extend the probation for Dominic Memmo, full-time Utility Worker for Belmont County Water and Sewer District, not to exceed November 5, 2024 or until a Class B CDL is obtained, whichever comes first.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:14 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:14 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of July, 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