

St. Clairsville, Ohio

June 26, 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 \$1,130,898.34

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:

P05 WATER WORKS FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P45.000 Utilities	\$200,000.00

P53 SANITARY SEWER DISTRICT FUND/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P09.000 Sewer Disposal	\$30,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P25.000 Utilities	\$10,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S66.003 PERS	E-8010-S030-S65.000 Indirect Costs	\$2,000.00

S55 TARGETED COMM ALTERN TO PRISON/ADULT PROBATION

FROM	TO	AMOUNT
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S02.002 Salaries/Fringes	\$30,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the June 26, 2024, dates:

A00 GENERAL FUND

E-0051-A001-A08.000	Travel and Expenses	\$313.81
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H00 PUBLIC ASSISTANCE

E-2510-H000-H05.000	Public Assistance	\$36,205.83
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$103,000.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$40.00
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W20 LAW LIBRARY

E-9720-W020-W02.002	Salary	\$3,200.00
E-9720-W020-W07.010	Supplies	\$4,909.72

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. **REFUNDS AND REIMBURSEMENTS/LODGING FOR PRIMA CONFERENCE-\$313.81** deposited into R-0050-A000-A45.500 on 06/24/2054 (*Lodging for PRIMA Conference in Nashville*)

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 June 26, 2024, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY
COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES
& USE TAX DISTRIBUTION REPORT FOR APRIL 2024

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

- Final Sales & Use Tax Distribution Report for the month of April 2024.

Upon roll call the vote was as follows:

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

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

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

COMMISSIONERS-J. P. Dutton to Wheeling, WV, on June 27, 2024, to attend the BELOMAR Executive Committee meeting.

DJFS-Stacie Brown to Columbus, OH, on June 28, 2024, to attend the OFCFCA meeting. Estimated expenses: \$204.10.

HR DEPARTMENT-Erin McVay and Katie Bayness to Urbana, OH, on June 28, 2024, to attend the CLCCA summer meeting. A county vehicle will be used for travel.

SSOBC-St. Clairsville Senior Center employees to Woodsfield, OH, on July 9, 2024, for a senior outing to Westwood Place. Bellaire and Colerain Senior Center employees to Washington, PA, on July 10, 2024, for a senior outing to the Washington Wild Things baseball game and Angelo’s Restaurant. Barnesville Senior Center employees to Hartville, OH, on July 15, 2024, for a senior outing to the Hartville Marketplace and Flea Market. Powhatan Senior Center employees to Beallsville, OH, on July 15, 2024, for a senior outing to the Barn Artist Sculpture and to the Beallsville Diner. Flushing Senior Center employees to Zanesville, OH, on July 17, 2024, for a senior outing to Conn’s Potato Chip Factory and B-wear Sportswear. Colerain Senior Center employees to Rogers, OH, on July 19, 2024, for a senior outing to Rogers Flea Market. Centerville Senior Center employees to Beallsville, OH, for a senior outing to the Vietnam Memorial and to the Beallsville Diner.

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 June 18, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcements-

The Board of Commissioners’ regular meeting will be held at 9:00 a.m. on Tuesday, July 2, 2024, instead of Wednesday, July 3, 2024, due to the 4th of July holiday.

The Belmont County Board of Commissioners is accepting applications to fill positions on the Belmont County Port Authority Board. Applications will be accepted through June 28, 2024. Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

The Belmont County Board of Commissioners is accepting applications to fill a position on the Area Agency on Aging Region 9 Inc. Regional Council. Applications will be accepted through July 5, 2024. Appointee must be 60 of age or older. Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF APPROVING THE ESTIMATE FROM POPPE
TRUCK SERVICE, LLC/BUILDING & GROUNDS DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from Poppe Truck Service, LLC, in the amount of \$2,863.44, to remove rear end assembly and rebuild for the dump truck used by the Belmont County Building and Grounds Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF
SARAH SMITH, FULL-TIME CASE MANAGER-WIOA/CCMEP/JFS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the retirement of Sarah Smith, full-time Case Manager- WIOA/ CCMEP at Belmont County Department of Jobs and Family Services, effective August 1, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ALLOCATION
TO WHEELING HEALTH RIGHT FOR FISCAL YEAR 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the allocation of \$25,000 to Wheeling Health Right for fiscal year 2024 for the provision of health care services and medication for low-income, uninsured Belmont County residents.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$2,310,000 OF NOTES TO RENEW NOTES PREVIOUSLY
ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.**

ENTERED IN COMMISSIONERS’ JOURNAL

NO. 109, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on June 26, 2024, at

the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann Mr. Meyer Mr. Dutton

Absent: _____

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Echemann moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,310,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the “County”) has heretofore determined the necessity of constructing road improvements in the Mall Road area of the County (the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is seventeen (17) years, and of notes to be issued in anticipation thereof is seventeen (17) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from service payments in lieu of taxes and other payments received by the County with respect to the Project and the general revenues of the County (collectively, the “Revenues”); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$2,310,000 are about to mature and should be renewed in a principal amount not to exceed \$2,310,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,310,000 for the purpose of paying part of the cost of the Project, including “financing costs” as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2025, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding seventeen (17) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the “Notes”) in a principal amount not to exceed \$2,310,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the “Paying Agent and Registrar”) for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the “Certificate of Award”), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated “Road Improvement Bond Anticipation Notes, Series 2024 (Seventh Renewal)” or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the “Purchaser”) at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser’s offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the “Consolidated Note Issue.”

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on

the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes may be designated or deemed designated as “qualified taxexempt obligations” to the extent permitted by Section 265(b)(3) of the Code, as determined by the County Auditor without further action of this Board in the Certificate of Award. If so designated by the County Auditor, the County Auditor shall find and determine that the reasonable anticipated amount of qualified taxexempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and will covenant on behalf of this Board that, during such year, the amount of taxexempt obligations issued by the County and designated as “qualified taxexempt obligations” for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of taxexempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes.

SECTION 13. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Echemann Mr. Meyer Mr. Dutton

NAYS: _____

ADOPTED, this 26th day of June, 2024.

Bonnie Zuzak /s/ _____
Clerk
Board of County Commissioners
County of Belmont, Ohio

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,250,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

ENTERED IN COMMISSIONERS’ JOURNAL

NO. 109, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on June 26, 2024, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann Mr. Meyer Mr. Dutton

Absent: _____

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Echemann moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,250,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the “County”) has heretofore determined the necessity of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-five (25) years, and of notes to be issued in anticipation thereof is nineteen (19) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues, other than revenues from unvoted County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the “Revenues”);

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$3,280,000 are about to mature and should be renewed in a principal amount not to exceed \$2,250,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,250,000 for the purpose of paying part of the cost of the Project, including “financing costs” as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2025, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twentyfive (25) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the “Notes”) in the principal amount of not to exceed \$2,250,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the “Paying Agent and Registrar”) for

the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Building Improvement and Renovation Bond Anticipation Notes, Series 2024 (Fifth Renewal)" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such Note issue is referred to herein as the "Consolidated Note Issue".

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes may be designated or deemed designated as "qualified taxexempt obligations" to the extent permitted by Section 265(b)(3) of the Code, as determined by the County Auditor without further action of this Board in the Certificate of Award. If so designated by the County Auditor, the County Auditor shall find and determine that the reasonable anticipated amount of qualified taxexempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and will covenant on behalf of this Board that, during such year, the amount of taxexempt obligations issued by the County and designated as "qualified taxexempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of taxexempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes.

SECTION 13. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Echemann Mr. Meyer Mr. Dutton

NAYS: _____

ADOPTED, this 26th day of June, 2024.

Bonnie Zuzak /s/
Clerk
Board of County Commissioners
County of Belmont, Ohio

IN THE MATTER OF ADOPTING RESOLUTION CONSOLIDATING UP TO TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

ENTERED IN COMMISSIONERS' JOURNAL
NO. 109, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on June 26, 2024, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann Mr. Meyer Mr. Dutton

Absent: _____

Mr. Echemann moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. N/A

RESOLUTION CONSOLIDATING UP TO TWO BOND ANTICIPATION NOTE ISSUES OF THE
COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE
TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

WHEREAS, this Board of County Commissioners has adopted two resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$2,310,000 Road Improvement Bond Anticipation Notes, Series 2024 (Seventh Renewal) for the purpose of renewing notes previously issued for the purpose of paying part of the costs of constructing road improvements in the Mall Road area of the County; and (ii) not to exceed \$2,250,000 Building Improvement and Renovation Bond Anticipation Notes, Series 2024 (Fifth Renewal) for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (such note issues are collectively referred to as the "2024 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of some or all of the 2024 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio:

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2024 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Purpose Refunding Bond Anticipation Notes, Series 2024" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2024 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2024 Series Notes, (iii) be numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2024 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2024 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2024 Series Notes.

The Consolidated Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2024 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2024 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Notes as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2024 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2024 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2024 Series Notes and for which purposes

such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

“Book entry form” or “book entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Notes may be transferred only through a book entry, and (ii) physical Consolidated Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Notes “immobilized” to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Notes or principal and interest, and to effect transfers of Consolidated Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County’s agreement with the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Consolidated Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Consolidated Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Consolidated Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Notes from the Depository and authenticate and deliver Consolidated Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 7. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above

SECTION 9. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Consolidated Notes.

SECTION 10. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 11. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 12. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Echemann Mr. Meyer Mr. Dutton

NAYS:

ADOPTED, this 26th day of June, 2024.

Bonnie Zuzak /s/ Clerk
Board of County Commissioners
County of Belmont, Ohio

IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER WITH DINSMORE & SHOHL, LLP, TO ACT AS BOND COUNSEL FOR NOT TO EXCEED \$4,560,000.00 VARIOUS PURPOSE REFUNDING BOND ANTICIPATION NOTES, SERIES 2024

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for Not to Exceed \$4,560,000.00 Various Purpose Refunding Bond Anticipation Notes, Series 2024 of the County of Belmont, Ohio. Upon roll call the vote was as follows:

Mr. Echemann Yes
Mr. Meyer Yes

Mr. Dutton Yes

**IN THE MATTER OF APPROVING THE CREDIT CARD USAGE POLICY
FOR BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the credit card usage policy for Belmont County Department of Job and Family Services, based upon House Bill 33.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RENEWAL
OF VENDOR AGREEMENT ON BEHALF OF BCDJFS
FOR PROVIDING GASOLINE TO TITLE XIX (19) ELIGIBLE PERSONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a renewal of a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2024 through June 30, 2025, as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
Hissom's Service Center, LLC	\$12,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 26th day of June 2024 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Service Center, LLC, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2024 through June 30, 2025 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$12,000.00.

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on 26th day of June 2024.

This agreement signed on 20th day of June 2024.
Jeffery Felton /s/

Jeffery L. Felton, Director
Belmont County Department of Job and Family Services

5/20/2024
Date

Jim Jones /s/

Jim Jones
Hissom's Service Center
827 East Main Street
Barnesville OH 43713
Hissomsservicecenter@gmail.com

6/18/2024
Date

J. P. Dutton /s/

J. P. Dutton
Belmont County Commissioner

Date 6/26/24

Jerry Echemann /s/

Jerry Echemann
Belmont County Commissioner

Date 6-26-24

Belmont County Commissioner
Josh Meyer /s/

Josh Meyer /S/
Josh Meyer
Belmont County Commissioner

Date 6/26/24

Approved as to form:

Approved as to form.
Jacob Manning /s/

5/20/2024

Jacob Manning, Assistant Prosecutor
Belmont County Prosecutor’s Office
Upon roll call the vote was as follows:

Date

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 KENDALL BEHAVIORAL SOLUTIONS

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 Kendall Behavioral Solutions in the maximum amount of \$50,000.00, effective July 1, 2024 through June 30, 2025 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator**

Whereas, this contract, entered into on this **26th** day of **June 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meets the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Division of Belmont County. Eligible families are those eligible as determined by the Agency.

II PARTIES

The parties to this agreement are as follows:

Agency:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 740-695-1075
Contractor:	Kendall Behavioral Solutions 800 Walnut Street Martins Ferry, OH 43935 740-609-5072

III CONTRACT PERIOD

This contract and its terms are effective July 1, 2024 to June 30, 2025.

IV DEFINITIONS

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

- Allowable Costs
Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.
- Participants
A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.
- 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.
- 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.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Agency agree to perform the following services to the level of performance as herein stated:
A. Contractor Responsibilities Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.

- Facilitators are contractors of the Agency and do not have direct line responsibility for the case.
- Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
- The Family Team Meeting process includes, but not necessarily limited to, the following components: preparation (including assisting the family and worker in identifying participants), developing the agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
- Contractor agrees to provide agency with an emergency contact number.
- Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
- Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
- Contractor shall meet all service requirements of this contract.
- Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

B. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’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.

C. Agency Responsibilities

- Agency will refer eligible families to the contractor.
- Agency will provide the room and supplies necessary for the Family Team Meetings to occur.
- Agency will monitor Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:
Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

D. Performance Reporting

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor (\$200.00) two-hundred dollars for each FTM. This amount is to cover all costs associated with all components of the FTM, with the exception of any food/refreshments provided during the FTM.
3. Monthly invoice will include the Name of the Family and Date of Conference.

E. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$50,000**. All financial obligations of Agency under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Agency will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

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

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

Agency, 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 Agency and shall be delivered to Agency when the term of this contract expires.

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Agency all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Agency, 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, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor’s performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Agency’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS’s policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees.

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

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Agency. 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 Agency, the Belmont County Board of Commissioners and the BCDJFS.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency. In the event Agency approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES:

Jeffery Felton /s/

Jeffery L. Felton, Director
Belmont County Department of Job and Family Services

6/14/2024

Date

J. P. Dutton /s/

J. P. Dutton, Commissioner
Belmont County Board of Commissioners

6/26/24

Date

Jerry Echemann /s/

Jerry Echemann, President
Belmont County Board of Commissioners

6-26-24

Date

Josh Meyer /s/

Josh Meyer, Vice President
Belmont County Board of Commissioners

6/26/24

Date

Katie Kendall /s/

Katie Kendall, Owner
Kendall Behavioral Solutions

6/18/2024

Date

Approved as to Form:

Jacob Manning /s/

Jacob Manning, Assistant Prosecutor
Belmont County Prosecutor’s Office

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 APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

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 Belmont County Board of Developmental Disabilities in the maximum amount of \$50,000.00, effective July 1, 2023 through June 30, 2024 to provide services for the Cluster program.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract entered into on the **26th** day of **June 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and the Belmont County Board of Developmental Disabilities (hereinafter referred to as “Contractor”), is for the purchase of the service coordination for children and their families of Belmont County.

I. Purpose

The purpose of this contract is the purchase of Service Coordination for use by the Belmont County Department of Job and Family Services. This contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OBM Circular A-133 or in the federal government management “common rule”.

II. Parties

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 740-695-1075
Contractor:	The Belmont County Board of Developmental Disabilities 68421 Hammond Road St. Clairsville OH 43950 740-695-0407

III. Contract Period

This contract will be effective from July 1, 2023, through June 30, 2024.

IV. 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

The Contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a wrap-around service delivery model. Service coordination provides a vehicle for families with multiple and complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural supports.

1. The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family’s natural supports and professionals. The Service Coordinator will also be responsible for obtaining all necessary releases of information, prepare and review initial cluster packets, collect monthly reports from service providers and prepares summary of progress made toward achieving treatment goals.
2. Failure to fulfill the Contractor’s responsibilities may result in termination of this contract by the Purchaser per Article XXIII – Termination and Article XXIV – Breach of Contract.

B. Purchaser’s Responsibilities

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
3. The Purchaser will pay all costs related to providing all services consistent with the provisions stated in Article VII.
4. The Purchaser will determine eligibility of all participants prior to receiving any services.
 - a. All participating families shall complete an application and be determined TANF eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS staff. The target population for TANF families living in Belmont County with one (1) or more minor children in the household and a gross monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least one (1) of the federal TANF purposes stated below:
 - i. To provide assistance to needy families so that children may be cared for in their own homes or homes of relatives.
 - ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.
 - iii. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish numerical goals for preventing and reducing the incidence of these pregnancies.
 - iv. To encourage the formation of two parent families.

C. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchasers may meet to review the program and delivery of services as described in Article IV – Scope of Work.

D. Performance Reporting

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

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

E. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties expressed in this contract. Periodic evaluation may include but is not limited to activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.

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, any sub-vendors or 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 and thus triggering the Purchaser’s right to termination, cancellation, rescission, modification, remuneration and/or repayment.

V. Availability of Funds

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$50,000.00.

All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal and/or program year and availability of funds.

VI. Allowable Costs

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

VII. Billing, Payment and Costs

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within

thirty (30) days of receipt or as soon as the Belmont County Auditor process the payment. Only service coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Microsoft Teams, etc.) shall be reimbursable. The Contractor will provide the following on each invoice:

1. Contractor’s name as it appears on this contract and purchase order; and
2. A mailing address and, if applicable, a remittance address; and
3. An invoice number; and
4. Date of invoice; and
5. Subtotals of units and cost of service provided to each child/family and grand total of all units and costs. Units are billed in quarter hour increments detailed per child/family at the rate listed below; and
6. The name of the child/family receiving service coordination and a summary of services provided including method of service delivery (in-person, phone, virtual, etc.).

Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

Activity	Unit Cost
1 Hour Service Coordination	\$53.46

VIII.Duplicate Billing

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered 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.

IX. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception be 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 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 the terms of 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.

X. Disposition of Assets

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

XI. Warranty

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

XII.Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance 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 contract 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.

XIII.Notice

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

XIV.Available 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 seven (7) 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 resolved.

XV.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 be only 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.

XVI.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 officers, Board of Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not 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 discover 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 or modifications.

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.

XVII.Compliance

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

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, if applicable.

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.

XVIII.Relationship

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

XIX.Assignments

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

XX.Subcontracts

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express prior and written approval of the Purchaser. In the event the Purchaser approves 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 or media companies for any services they provide hereunder. Any subcontractors are subject to all the terms, conditions and covenants in this contract.

XXI.Integration, Modification and Amendment

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

By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

XXII.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 performed after the date of termination shall be repaid in accordance with Article IX of this contract.

XXIII.Breach of Contract

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

XXIV.Waiver

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

XXV.Indemnification

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities of 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 and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVI.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.

XXVII.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.

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

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. 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 pace 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 places, available to

employee 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.

XXIX.Child Support Enforcement

The Contractor agrees to cooperate with the Purchaser, Ohio Department of Job and Family Services and any 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 that present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXX.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 including 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.

XXXI.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.

XXXII.Copeland “Anti-Kickback” Act

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XXXIII.Davis-Bacon Act

The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

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

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

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

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XXXVIII.Copyrights and Rights in Data

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17 USC (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).

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

XL.Procurement

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

Signatures:

Jeffery Felton /s/

Jeffery L. Felton, Director

Belmont County Department of Job and Family Services
6814 Hammond Road
St. Clairsville OH 43950

Gloria Llewellyn /s/

Gloria Llewellyn, Superintendent

BHN Alliance
Belmont-Harrison-Noble County Boards of Developmental Disabilities
68421 Hammond Road
St. Clairsville OH 43950

6/18/2024

Date

6/18/2024

Date

J. P. Dutton /s/

J. P. Dutton, Commissioner

Belmont County Board of Commissioners

Jerry Echemann /s/

Jerry Echemann, Commissioner

Belmont County Board of Commissioners

Josh Meyer /s/

Josh Meyer, Commissioner

Belmont County Board of Commissioners

Approved as to Form:

Jacob Manning /s/

Jacob Manning, Assistant County Prosecutor

Belmont County Prosecutor’s Office

Upon roll call the vote was as follows:

6/26/24

Date

6-26-24

Date

6/26/24

Date

6/19/2024

Date

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 BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

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 Belmont County Board of Developmental Disabilities in the maximum amount of \$50,000.00, effective July 1, 2024 through June 30, 2025 to provide services for the Cluster program.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract entered into on the **26th** day of **June 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and the Belmont County Board of Developmental Disabilities (hereinafter referred to as “Contractor”), is for the purchase of the service coordination for children and their families of Belmont County.

I. Purpose

The purpose of this contract is the purchase of Service Coordination for use by the Belmont County Department of Job and Family Services. This contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OBM Circular A-133 or in the federal government management “common rule”.

II. Parties

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 740-695-1075
Contractor:	The Belmont County Board of Developmental Disabilities 68421 Hammond Road St. Clairsville OH 43950 740-695-0407

III. Contract Period

This contract will be effective from July 1, 2024, through June 30, 2025.

IV. 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

The Contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a wrap-around service delivery model. Service coordination provides a vehicle for families with multiple and complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural supports.

3. The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family’s natural supports and professionals. The Service Coordinator will also be responsible for obtaining all necessary releases of information, prepare and review initial cluster packets, collect monthly reports from service providers and prepares summary of progress made toward achieving treatment goals.
4. Failure to fulfill the Contractor’s responsibilities may result in termination of this contract by the Purchaser per Article XXIII – Termination and Article XXIV – Breach of Contract.

B. Purchaser’s Responsibilities

5. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
6. The Purchaser shall communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
7. The Purchaser will pay all costs related to providing all services consistent with the provisions stated in Article VII.
8. The Purchaser will determine eligibility of all participants prior to receiving any services.
 - a. All participating families shall complete an application and be determined TANF eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS staff. The target population for TANF families living in Belmont County with one (1) or more minor children in the household and a gross monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least one (1) of the federal TANF purposes stated below:
 - i. To provide assistance to needy families so that children may be cared for in their own homes or homes of relatives.
 - ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.
 - iii. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish numerical goals for preventing and reducing the incidence of these pregnancies.
 - iv. To encourage the formation of two parent families.

C. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchasers may meet to review the program and delivery of services as described in Article IV – Scope of Work.

D. Performance Reporting

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

E. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties expressed in this contract. Periodic evaluation may include but is not limited to activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.

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, any sub-vendors or 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 and thus triggering the Purchaser’s right to termination, cancellation, rescission, modification, remuneration and/or repayment.

V. Availability of Funds

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$50,000.00. All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal and/or program year and availability of funds.

VI. Allowable Costs

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

VII.Billing, Payment and Costs

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor process the payment. Only service coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Microsoft Teams, etc.) shall be reimbursable.

The Contractor will provide the following on each invoice:

- 7. Contractor’s name as it appears on this contract and purchase order; and
- 8. A mailing address and, if applicable, a remittance address; and
- 9. An invoice number; and
- 10. Date of invoice; and
- 11. Subtotals of units and cost of service provided to each child/family and grand total of all units and costs. Units are billed in quarter hour increments detailed per child/family at the rate listed below; and
- 12. The name of the child/family receiving service coordination and a summary of services provided including method of service delivery (in-person, phone, virtual, etc.).

Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

Activity	Unit Cost
1 Hour Service Coordination	\$53.46

VIII.Duplicate Billing

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered 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.

IX. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception be 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 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 the terms of 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.

X. Disposition of Assets

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

XI. Warranty

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

XII.Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance 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 contract 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.

XIII.Notice

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

XIV.Available 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 seven (7) 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 resolved.

XV.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 be only 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.

XVI.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 officers, Board of Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not 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 discover 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 or modifications.

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.

XVII.Compliance

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

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, if applicable.

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.

XVIII.Relationship

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

XIX.Assignments

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

XX.Subcontracts

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express prior and written approval of the Purchaser. In the event the Purchaser approves 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 or media companies for any services they provide hereunder. Any subcontractors are subject to all the terms, conditions and covenants in this contract.

XXI.Integration, Modification and Amendment

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

By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

XXII.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 performed after the date of termination shall be repaid in accordance with Article IX of this contract.

XXIII.Breach of Contract

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

XXIV.Waiver

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

XXV.Indemnification

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities of 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 and the Belmont County Board of County Commissioners in connection with any omission or negligent action.

XXVI.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.

XXVII.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.

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During the performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. 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 pace 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 places, available to employee 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.

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

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The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

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

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XXXVIII.Copyrights and Rights in Data

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17 USC (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).

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

XL.Procurement

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

Signatures:

Jeffery Felton /s/
Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
6814 Hammond Road
St. Clairsville OH 43950

6/18/2024
Date

<u>Gloria Llewellyn /s/</u> Gloria Llewellyn, Superintendent BHN Alliance Belmont-Harrison-Noble County Boards of Developmental Disabilities 68421 Hammond Road St. Clairsville OH 43950	<u>6/18/2024</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>6/26/24</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>6-26-24</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Commissioner Belmont County Board of Commissioners	<u>6/26/24</u> Date
Approved as to Form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant County Prosecutor Belmont County Prosecutor’s Office	<u>6/19/2024</u> Date
Upon roll call the vote was as follows:	
Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

CASE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP) WITH COMMUNITY ACTION COMMISSION OF BELMONT COUNTY FOR WORK EXPERIENCE PROGRAM

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement for the Comprehensive Case Management and Employment Program (CCMEP) with Community Action Commission of Belmont County for Work Experience Program: effective July 8, 2024 through August 16, 2024.

Note: This agreement is subject to the availability of funding under the Workforce Innovation and Opportunity Act (WIOA) and/or CCMEP Temporary Assistance to Needy Families (TANF).

Comprehensive Case Management and Employment Program (CCMEP)
Belmont, Carroll, Harrison and Jefferson Counties: WDA 16
“Work Experience”

Agreement # _____

This agreement is made and entered into by and among the Community Action Commission of Belmont County, herein referred to as the Youth Program Operator, located at 153 ½ West Main Street, St. Clairsville, Ohio 43950;

Belmont County Commissioners / Records Dept herein referred to as the Training Provider, which is a ☒ public ☐ private for profit ☐ private nonprofit entity, located at _____;

and Ben Tottka, Daniel Tottka, herein referred to as the participant.

The effective dates of this agreement are 7/8/2024 through 8/16/2024.

This agreement is subject to the availability of funding under the Workforce Innovation and Opportunity Act (WIOA) and/or CCMEP Temporary Assistance to Needy Families (TANF) and/or TANF. This agreement may be modified with the consent of all parties. This agreement may be terminated by the Youth Program Operator or Training Provider at any given time with proper notice provided to all parties.

Purpose: Work experience is a planned, structured learning activity that takes place in a workplace setting for a limited period of time. The primary intent of work experience is to help the participant understand proper workplace behavior and what is necessary in order to attain and retain employment. Work experience should help the participant acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. All work experiences should expose youth to realistic working conditions and tasks as much as possible. Work experience is an important step in developing a career pathway for the participant. Work experience must include an academic/occupational component.

The parties agree to do the following by signing this agreement:

Youth Program Operator

- * To assist the participant in achieving the goals and skills outlined under Purpose and Participant.
- * To review the Participant Handbook with the participant on employment rules, safety, etc.
- * To provide temporary employment to the participant.
- * To pay the participant a wage not to be less than the Federal Minimum Wage or Ohio Minimum Wage, whichever is higher. The wage for this agreement is \$11.00 per hour.
- * To provide Workers’ Compensation coverage on behalf of the participant.
- * To make appropriate payroll deductions on behalf of the participant.
- * To periodically monitor the activity of the participant at the Training Provider’s work site.
- * To provide an orientation, review the Worksite Handbook. and technical assistance to the Training Provider on its responsibilities such as the completion of timecards, evaluations, disciplinary procedures and related areas.

- * If applicable to this agreement, to assist the participant in obtaining permanent, unsubsidized employment.

- * To complete participant evaluations and training provider/worksites evaluations.
- * To ensure all proper Minor Labor Laws, Minor List, and other forms are posted at the training provider/work site.
- * To monitor and review the worksite to ensure it provides a safe and healthy environment for the participant.

Training Provider

- * Assures it is not on any Federal, State or local debarment list.
- * Assures it is in compliance with the American with Disabilities Act.
- * Assures it maintains a Drug-Free Workplace.
- * To provide supervision and instruction to the participant in meeting the purpose of this agreement.
- * To maintain the participant’s attendance on the timecard.
- * To complete the participant’s evaluations as required.
- * To provide a safe and healthy work environment in accordance with applicable safety standards.
- * To report all work-related accidents and injuries to the Youth Program Operator.
- * To post at the work site all required forms supplied by the Youth Program Operator.
- * Assures the participant will not be involved in any religious activities at the work site.
- * If applicable, assures collective bargaining organizations are in agreement with the placement of a participant at the work site.
- * Assures the placement of the participant at the work site does not displace or cause a reduction in the work hours of a regular employee.
- * Assures it has no regular employees on layoff status.
- * To report any work-related problems with the participant to the Youth Program Operator and agrees to meet with the Youth Program Operator before releasing, suspending or terminating the participant unless the circumstance warrants such action.
- * Assures the participant will not be involved in any lobbying or political activities under this agreement.
- * Assures the participant will not be involved in any activities that are in violation of Federal, State or local laws.
- * Assures that confidentiality will be observed as a right of each participant.
- * Assures that it abides by Equal Opportunity Laws, and it will not discriminate against the participant due to race, creed, color, disability, religious affiliation or other reasons.
- * To hold harmless the Ohio Department of Job and Family Services, the Youth Program Operator, the County Commissioners of Belmont, Carroll, Harrison and Jefferson Counties, the WDA 16 Workforce Development Board, and County Departments of Job and Family Services (Belmont, Carroll, Harrison and Jefferson) against any and all liability, loss, damage or related expenses incurred through this agreement.
- * If applicable, to abide by the Minor Labor Laws and to post all required Minor Labor Law forms at the work site.

Participant

As a participant under this agreement, agrees to cooperate and strive to develop the employability skills, personal attributes, positive work habits and knowledge needed to obtain employment and succeed in employment; meet the purpose of this agreement stated on page 1; and to successfully perform the tasks stated in the Work Experience Training Outline. I will abide by all work site safety standards.

Outcomes and Evaluations

The desired outcome is the participant’s attainment of the employability skills, personal attributes, positive work habits and knowledge necessary to obtain a job and succeed in employment; successfully complete the tasks stated in the training outline; and to benefit from the work experience by facilitating career exploration and awareness. These areas will be measured by evaluations completed by the Youth Program Operator and Training Provider and by monitoring visits conducted by the Youth Program Operator.

Signatures

We, the undersigned, understand and will abide by this agreement.

YOUTH PROGRAM OPERATOR

Kathy Klee

Printed Name

Kathy Klee6/17/2024

Signature and Date

TRAINING PROVIDER

JERRY EICHEMANN J.P. DUTTON
JOSH MEYER

Printed Name

X Jerry Echemann X NP20
X [Signature]

Signature and Date

PARTICIPANT

* BEN TOTTER
* DANIEL TOTTER

Printed Name

* Ben Totter
* Daniel Totter

Signature and Date

This agreement is subject to a collective bargaining agreement. Yes No; If yes, the signature of the authorized representative of the collective bargaining organization below indicates approval of this agreement.

Printed Name

Signature and Date

Name of Organization

Upon roll call the vote was as follows:

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

TO PROCEED WITH OHIO-WEST VIRGINIA CO. FOR THE BELMONT COUNTY WEST END FORCE MAIN IMPROVEMENTS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Agreement and Notice to Proceed with Ohio-West Virginia Excavating Co., in the amount of \$633,300.00, for the Belmont County West End Force Main Improvements, based upon the recommendation of Jeff Vaughn, Project Engineer.

AGREEMENT

This Agreement is dated as of the 26th day of JUNE in the year 2024, by and between the Belmont County Commission hereinafter called Owner, and Ohio- West Virginia Excavating Co., hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

West End Force Main Improvements

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 South Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Six hundred thirty-three thousand three hundred dollars and no cents
Written

\$633,300.000
Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the CONTRACT PRICE on the basis of CONTRACTOR'S APPLICATIONS FOR PAYMENT as recommended by ENGINEER, as provided below. All progress payments will be on the basis of the progress of the work measured by the unit prices provided for in Paragraph 14.01 of the GENERAL CONDITIONS.
- 5.1.1 Prior to Fifty Percent (50%) Completion, progress payments will be in an amount equal to: 92% of the work completed and materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.
- 5.1.2 Upon Fifty Percent (50%) Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the CONTRACT PRICE, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02 of the GENERAL CONDITIONS.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the GENERAL CONDITIONS, OWNER shall pay the remainder of the CONTRACT PRICE as recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws,

ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
- 7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions, pages 1 to 62, inclusive.
- 7.7 Supplementary Conditions, pages 00800-1 to 00800-7 inclusive.
- 7.8 Specifications bearing the title:

Belmont County Water & Sewer District
West End Force Main Improvements
- 7.9 Drawings, consisting of sheets numbered A, B, 1-3, 1, 4-19 inclusive with each sheet bearing the following general title:

Belmont County Water & Sewer District
West End Force Main Improvements

- 7.10 Addenda Numbers 1, inclusive.
- 7.11 Contractor's Bid,
- 7.12 Documentation submitted by Contractor prior to Notice of Award, pages _____ to _____, inclusive.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

*** REMAINDER OF SHEET IS INTENTIONALLY BLANK ***

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on JUNE 26, 2024.

OWNER: Belmont County Commission

CONTRACTOR: Ohio-West Virginia
Excavating Co.

BY: [Signature]
[Signature]
[Signature]
ATTEST: Bernie Gyzak

BY: [Signature]
Donald Hendershot, V.P.
ATTEST: [Signature]
[Signature]

Address for giving notices:
Belmont County Courthouse
100 N. Main St.
St. Clairsville, OH 43950

Address for giving notices:
P.O. Box 128
Powhatan Pt., OH 43942
Telephone No. 740 676 7464
FAX No. 740 676 4410

NOTICE TO PROCEED

To: Ohio-West Virginia Excavating Co. Date: June 26, 2024
P. O. Box 128 Project: West End Force Main Improvements
Powhatan Point, OH 43942

You are hereby notified to commence work in accordance with the Agreement dated June 26, 2024
on or before July 10, 2024, and fully complete the Work within 365 consecutive calendar
days. The date of completion of all Work is therefore July 10, 2025

Belmont County Commission
X Echemann X NO
By: X MEMBER
Title: VICE - PRESIDENT

Acceptance of Notice

Receipt of the above Notice to Proceed
is hereby acknowledged by

this the 26th day of June, 2024.
By: Donald Hendershot
Title: Vice President



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

FY24 AIRPORT IMPROVEMENT PROGRAM GRANT APPLICATION

Motion, made by Mr. Meyer, seconded by Mr. Dutton as the co-sponsor for the Belmont County Regional Airport Authority, to approve and authorize the President of the Board of Belmont County Commissioners, Jerry Echemann, to sign the certifications for the airports FY24 Airport Improvement Program grant application.

Note: Grant money used to shift existing taxiway, design rehabilitation apron, design and relocate access road, and design and hangar access road slip repair.

Upon roll call the vote was as follows:

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

Discussion-

JFS Contracts-Jeff Felton, DJFS Director, said the contract with Kendall Behavioral Solutions provides family team meeting services for Belmont County Children Services Department. The meetings help engage families and find solutions for immediate and long-term safety and well-being needs. Mr. Felton then explained the contract with Belmont County Board of Developmental provides services for the Cluster Program. “It’s a multi-system, so they may have court involvement or significant mental health issues. There may be child welfare issues, neglect or dependency issues, and we share the cost of providing treatment to that child,” said Mr. Felton. He added the contract with the CAC is for a summer work program for youth. CAC runs the program and writes the check to the youth and they are reimbursed by Job and Family Services. Mr. Felton said all of the above contracts are collaborative.

Sewer Projects-Mr. Dutton said three sewer projects have been awarded in the last months. The sewer system has 2,000 customers who are spread out so the system is hard to manage.

Bonds-Mr. Dutton said the debt payment is for the Divisional Courts building and Board of Elections building renovations. Eight different departments and five elected officials were touched by that project. Currently that is the only debt the Board of Commissioners are paying on. Casino funds have been used towards paying on the debt, no General Fund dollars were used.

OPEN PUBLIC FORUM-Dan Morris, Bellaire, questioned the recent upgrade to the security system at the jail. He inquired why proprietary language was used. A company from West Virginia did the work, no companies from Belmont County were considered. Mr. Dutton said they would check with Sheriff Lucas for an answer.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:55 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment 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 12:02 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:02 p.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION DUE TO VOLUNTARY JOB ABANDONMENT OF KATHLEEN COLEMAN, FULL-TIME KENNEL STAFF

Motion to approve the resignation due to voluntary job abandonment of Kathleen Coleman, full-time Kennel Staff at the Belmont County Animal Shelter, effective June 24, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A ONE-TIME 3% INCREASE TO THE APPROVED PAY SCALE AND AN EQUIVALENT ONE-TIME 3% LUMP SUM PAYOUT FOR EMPLOYEES ABOVE THE MAXIMUM STEP OF THE BELMONT COUNTY COMMISSIONERS PAY SCALE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a one-time 3% increase to the approved pay scale and an equivalent one-time 3% lump sum payout for employees above the maximum step of the Belmont County Commissioners pay scale, effective pay period including July 1, 2024.

PAY GRADE	Position	New Min	Step 1	Step 2	Step 3	Step 4	New Max	Effective
1	Summer Employees	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50	2021
1		\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	
1		\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	2022
1		\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
1		\$ 12.88	\$ 12.88	\$ 12.88	\$ 12.88	\$ 12.88	\$ 12.88	2024
1		\$ 5,150.00	\$ 5,150.00	\$ 5,150.00	\$ 5,150.00	\$ 5,150.00	\$ 5,150.00	
1								
2	Kennel Staff	\$ 10.50	\$ 11.20	\$ 11.90	\$ 12.60	\$ 13.30	\$ 14.00	2021
2	Records Assistant	\$ 21,840.00	\$ 23,296.00	\$ 24,752.00	\$ 26,208.00	\$ 27,664.00	\$ 29,120.00	
2	EMT	\$ 13.50	\$ 14.20	\$ 14.90	\$ 15.60	\$ 16.30	\$ 17.00	2022
2	BoC Office Asst.	\$ 28,080.00	\$ 29,536.00	\$ 30,992.00	\$ 32,448.00	\$ 33,904.00	\$ 35,360.00	
2		\$ 13.91	\$ 14.63	\$ 15.35	\$ 16.07	\$ 16.79	\$ 17.51	2024
2		\$ 28,922.40	\$ 30,422.08	\$ 31,921.76	\$ 33,421.44	\$ 34,921.12	\$ 36,420.80	
2								
3	Shelter Receptionist	\$ 12.50	\$ 13.65	\$ 14.80	\$ 15.95	\$ 17.10	\$ 18.25	2021
3	Kennel Coordinator	\$ 26,000.00	\$ 28,392.00	\$ 30,784.00	\$ 33,176.00	\$ 35,568.00	\$ 37,960.00	
3	911 Administrative Asst.	\$ 15.50	\$ 16.65	\$ 17.80	\$ 18.95	\$ 20.10	\$ 21.25	2022
3	Div. Court Deputy Clerk	\$ 32,240.00	\$ 34,632.00	\$ 37,024.00	\$ 39,416.00	\$ 41,808.00	\$ 44,200.00	
3	BoC Asst. Clerk	\$ 15.97	\$ 17.15	\$ 18.33	\$ 19.52	\$ 20.70	\$ 21.89	2024
3	HR Asst.	\$ 33,207.20	\$ 35,670.96	\$ 38,134.72	\$ 40,598.48	\$ 43,062.24	\$ 45,526.00	
3	EMA Receptionist							
3								
4	Paramedic	\$ 13.15	\$ 14.22	\$ 15.29	\$ 16.36	\$ 17.43	\$ 18.50	2021
4		\$ 27,352.00	\$ 29,577.60	\$ 31,803.20	\$ 34,028.80	\$ 36,254.40	\$ 38,480.00	
4		\$ 16.15	\$ 17.22	\$ 18.29	\$ 19.36	\$ 20.43	\$ 21.50	2022
4		\$ 33,592.00	\$ 35,817.60	\$ 38,043.20	\$ 40,268.80	\$ 42,494.40	\$ 44,720.00	
4		\$ 16.63	\$ 17.74	\$ 18.84	\$ 19.94	\$ 21.04	\$ 22.15	2024
4		\$ 34,599.76	\$ 36,892.13	\$ 39,184.50	\$ 41,476.86	\$ 43,769.23	\$ 46,061.60	
4								
5	SSD Administrative Clerk	\$ 14.00	\$ 15.20	\$ 16.40	\$ 17.60	\$ 18.80	\$ 20.00	2021
5		\$ 29,120.00	\$ 31,616.00	\$ 34,112.00	\$ 36,608.00	\$ 39,104.00	\$ 41,600.00	
5		\$ 17.00	\$ 18.20	\$ 19.40	\$ 20.60	\$ 21.80	\$ 23.00	2022
5		\$ 35,360.00	\$ 37,856.00	\$ 40,352.00	\$ 42,848.00	\$ 45,344.00	\$ 47,840.00	
5		\$ 17.51	\$ 18.75	\$ 19.98	\$ 21.22	\$ 22.45	\$ 23.69	2024
5		\$ 36,420.80	\$ 38,991.68	\$ 41,562.56	\$ 44,133.44	\$ 46,704.32	\$ 49,275.20	
5								
6	BoC Fiscal Clerk	\$ 18.50	\$ 19.19	\$ 19.88	\$ 20.56	\$ 21.25	\$ 21.94	2021
6	SSOBC Fleet & Route Manager	\$ 38,480.00	\$ 39,911.04	\$ 41,342.08	\$ 42,773.12	\$ 44,204.16	\$ 45,635.20	
6	SSD Executive Secretary	\$ 20.75	\$ 21.44	\$ 22.13	\$ 22.81	\$ 23.50	\$ 24.19	2022
6	Asst. Dog Warden	\$ 43,160.00	\$ 44,591.04	\$ 46,022.08	\$ 47,453.12	\$ 48,884.16	\$ 50,315.20	
6		\$ 21.37	\$ 22.08	\$ 22.79	\$ 23.50	\$ 24.21	\$ 24.92	2024
6		\$ 44,454.80	\$ 45,928.77	\$ 47,402.74	\$ 48,876.71	\$ 50,350.68	\$ 51,824.66	
6								
7	Jail LPN	\$ 19.00	\$ 20.20	\$ 21.40	\$ 22.60	\$ 23.80	\$ 25.00	2021
7	911 Supervisor	\$ 39,520.00	\$ 42,016.00	\$ 44,512.00	\$ 47,008.00	\$ 49,504.00	\$ 52,000.00	
7	EMA Deputy Dir.	\$ 21.25	\$ 22.45	\$ 23.65	\$ 24.85	\$ 26.05	\$ 27.25	2022
7	Records Manager	\$ 44,200.00	\$ 46,696.00	\$ 49,192.00	\$ 51,688.00	\$ 54,184.00	\$ 56,680.00	
7	SSD Compliance Administrator	\$ 21.89	\$ 23.12	\$ 24.36	\$ 25.60	\$ 26.83	\$ 28.07	2024
7	SSOBC Transportation Administrator	\$ 45,526.00	\$ 48,096.88	\$ 50,667.76	\$ 53,238.64	\$ 55,809.52	\$ 58,380.40	
7								
8	EMA Director	\$ 19.65	\$ 21.39	\$ 23.13	\$ 24.87	\$ 26.61	\$ 28.35	2021
8	SSOBC Nutrition Administrator	\$ 40,872.00	\$ 44,491.20	\$ 48,110.40	\$ 51,729.60	\$ 55,348.80	\$ 58,968.00	
8	Head Dog Warden	\$ 21.90	\$ 23.64	\$ 25.38	\$ 27.12	\$ 28.86	\$ 30.60	2022
8	HR Generalist	\$ 45,552.00	\$ 49,171.20	\$ 52,790.40	\$ 56,409.60	\$ 60,028.80	\$ 63,648.00	
8	SSOBC Center & Home Care Services Admi	\$ 22.56	\$ 24.35	\$ 26.14	\$ 27.93	\$ 29.73	\$ 31.52	2024
8	SSOBC Fiscal Administrator	\$ 46,918.56	\$ 50,646.34	\$ 54,374.11	\$ 58,101.89	\$ 61,829.66	\$ 65,557.44	
8	SSOBC QA Administrator							
8	SSOBC Deputy Director							
8								
9	911 Deputy Dir.	\$ 22.00	\$ 23.30	\$ 24.60	\$ 25.90	\$ 27.20	\$ 28.50	2021
9	BoC Clerk	\$ 45,760.00	\$ 48,464.00	\$ 51,168.00	\$ 53,872.00	\$ 56,576.00	\$ 59,280.00	
9	Div. Court Clerk	\$ 24.25	\$ 25.55	\$ 26.85	\$ 28.15	\$ 29.45	\$ 30.75	2022
9	SSD Office Manager	\$ 50,440.00	\$ 53,144.00	\$ 55,848.00	\$ 58,552.00	\$ 61,256.00	\$ 63,960.00	
9		\$ 24.98	\$ 26.32	\$ 27.66	\$ 28.99	\$ 30.33	\$ 31.67	2024
9		\$ 51,953.20	\$ 54,738.32	\$ 57,523.44	\$ 60,308.56	\$ 63,093.68	\$ 65,878.80	
9								

10	Correctional Care Coordinator	\$ 22.50	\$ 24.40	\$ 26.30	\$ 28.20	\$ 30.10	\$ 32.00	2021
10	Wastewater Treatment Plant Manager in	\$ 46,800.00	\$ 50,752.00	\$ 54,704.00	\$ 58,656.00	\$ 62,608.00	\$ 66,560.00	
10		\$ 24.75	\$ 26.65	\$ 28.55	\$ 30.45	\$ 32.35	\$ 34.25	2022
10		\$ 51,480.00	\$ 55,432.00	\$ 59,384.00	\$ 63,336.00	\$ 67,288.00	\$ 71,240.00	
10		\$ 25.49	\$ 27.45	\$ 29.41	\$ 31.36	\$ 33.32	\$ 35.28	2024
10		\$ 53,024.40	\$ 57,094.96	\$ 61,165.52	\$ 65,236.08	\$ 69,306.64	\$ 73,377.20	
10								
11	SSD Ast. Dist. Mgr	\$ 26.00	\$ 27.20	\$ 28.40	\$ 29.60	\$ 30.80	\$ 32.00	2021
11	SSD Engineer Associate	\$ 54,080.00	\$ 56,576.00	\$ 59,072.00	\$ 61,568.00	\$ 64,064.00	\$ 66,560.00	
11		\$ 28.25	\$ 29.45	\$ 30.65	\$ 31.85	\$ 33.05	\$ 34.25	2022
11		\$ 58,760.00	\$ 61,256.00	\$ 63,752.00	\$ 66,248.00	\$ 68,744.00	\$ 71,240.00	
11		\$ 29.10	\$ 30.33	\$ 31.57	\$ 32.81	\$ 34.04	\$ 35.28	2024
11		\$ 60,522.80	\$ 63,093.68	\$ 65,664.56	\$ 68,235.44	\$ 70,806.32	\$ 73,377.20	
11								
12	QC Reviewer/Trainer	\$ 24.22	\$ 26.10	\$ 27.99	\$ 29.87	\$ 31.76	\$ 33.64	2021
12	Eligibility/Referral Spec II Supervisor	\$ 50,377.60	\$ 54,296.32	\$ 58,215.04	\$ 62,133.76	\$ 66,052.48	\$ 69,971.20	
12	Children Services Supervisor	\$ 26.47	\$ 28.35	\$ 30.24	\$ 32.12	\$ 34.01	\$ 35.89	2022
12	Children Services Quality Control Manage	\$ 55,057.60	\$ 58,976.32	\$ 62,895.04	\$ 66,813.76	\$ 70,732.48	\$ 74,651.20	
12	Child Support Supervisor	\$ 27.26	\$ 29.20	\$ 31.15	\$ 33.09	\$ 35.03	\$ 36.97	2024
12	MIS Specialist II	\$ 56,709.33	\$ 60,745.61	\$ 64,781.89	\$ 68,818.17	\$ 72,854.45	\$ 76,890.74	
12	Family and Children First Coordinator							
12								
13	Jail RN	\$ 28.00	\$ 29.61	\$ 31.22	\$ 32.84	\$ 34.45	\$ 36.06	2021
13	Clinical Care Coordinator	\$ 58,240.00	\$ 61,592.96	\$ 64,945.92	\$ 68,298.88	\$ 71,651.84	\$ 75,000.00	
13	SSD Dist. Mgr	\$ 30.25	\$ 31.86	\$ 33.47	\$ 35.09	\$ 36.70	\$ 38.31	2022
13	SSD Water Plant Mgr.	\$ 62,920.00	\$ 66,272.96	\$ 69,625.92	\$ 72,978.88	\$ 76,331.84	\$ 79,684.80	
13	SSD WWPlant Mgr.	\$ 31.16	\$ 32.82	\$ 34.48	\$ 36.14	\$ 37.80	\$ 39.46	2024
13	SSD Maint. Mgr	\$ 64,807.60	\$ 68,261.15	\$ 71,714.70	\$ 75,168.25	\$ 78,621.80	\$ 82,075.34	
13								
14	Facilities Director	\$ 32.69	\$ 34.33	\$ 35.96	\$ 37.60	\$ 39.23	\$ 40.87	2021
14	Jail Head RN	\$ 67,995.20	\$ 71,398.08	\$ 74,800.96	\$ 78,203.84	\$ 81,606.72	\$ 85,009.60	
14	SSD Operations Manager	\$ 34.19	\$ 35.83	\$ 37.46	\$ 39.10	\$ 40.73	\$ 42.37	2022
14	911 Director	\$ 71,115.20	\$ 74,518.08	\$ 77,920.96	\$ 81,323.84	\$ 84,726.72	\$ 88,129.60	
14	SSOBC Ex. Director	\$ 35.22	\$ 36.90	\$ 38.59	\$ 40.27	\$ 41.96	\$ 43.64	2024
14	JFS Child Support Administrator	\$ 73,248.66	\$ 76,753.62	\$ 80,258.59	\$ 83,763.56	\$ 87,268.52	\$ 90,773.49	
14	JFS Children Services Administrator							
14	JFS Public Assistance Administrator							
14	JFS Fiscal Administrator							
14	JFS WIOA Administrator							
14	JFS HR Administrator							
14								
15	HR Administrator	\$ 35.15	\$ 37.12	\$ 39.09	\$ 41.06	\$ 43.03	\$ 45.00	2021
15	SSD Director	\$ 73,112.00	\$ 77,209.60	\$ 81,307.20	\$ 85,404.80	\$ 89,502.40	\$ 93,600.00	
15		\$ 36.65	\$ 38.62	\$ 40.59	\$ 42.56	\$ 44.53	\$ 46.50	2022
15		\$ 76,232.00	\$ 80,329.60	\$ 84,427.20	\$ 88,524.80	\$ 92,622.40	\$ 96,720.00	
15		\$ 37.75	\$ 39.78	\$ 41.81	\$ 43.84	\$ 45.87	\$ 47.90	2024
15		\$ 78,518.96	\$ 82,739.49	\$ 86,960.02	\$ 91,180.54	\$ 95,401.07	\$ 99,621.60	
15								
16	JFS Director	\$ 38.40	\$ 41.12	\$ 43.84	\$ 46.56	\$ 49.28	\$ 52.00	2021
16		\$ 79,872.00	\$ 85,529.60	\$ 91,187.20	\$ 96,844.80	\$ 102,502.40	\$ 108,160.00	
16		\$ 39.90	\$ 42.62	\$ 45.34	\$ 48.06	\$ 50.78	\$ 53.50	2022
16		\$ 82,992.00	\$ 88,649.60	\$ 94,307.20	\$ 99,964.80	\$ 105,622.40	\$ 111,280.00	
16		\$ 41.10	\$ 43.90	\$ 46.70	\$ 49.50	\$ 52.30	\$ 55.11	2024
16		\$ 85,481.76	\$ 91,309.09	\$ 97,136.42	\$ 102,963.74	\$ 108,791.07	\$ 114,618.40	
16								

Upon roll call the vote was as follows:

Mr. Echemann

Mr. Meyer

Mr. Dutton

Yes

Yes

Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:03 P.M.
Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:03 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd 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