

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 \$863,325.82**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A03.002 Jail-Salaries	\$100,000.00
E-0131-A006-A05.002 Maintenance-Salaries	E-0131-A006-A03.002 Jail-Salaries	\$114,628.80
E-0131-A006-A25.000 Housing of Prisoners	E-0131-A006-A19.000 Clothing	\$5,500.00
E-0131-A006-A29.000 Mounted	E-0131-A006-A26.000 K-9 Expenses	\$2,000.00
E-0131-A006-A29.000 Mounted	E-0131-A006-A27.000 Dive Team	\$1,500.00

**P05 WATER WORKS FUND/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P19.012 Equipment	\$42,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$250,000.00

**P53 SANITARY SEWER DISTRICT FUND/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P02.010 Supplies	\$2,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$220.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S62.000 Printing	\$75.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,602.16

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 September 25, 2024, date:

**A00 GENERAL FUND**

E-0111-A001-E02.002	Salary	\$2,141.77
E-0111-A001-E09.003	PERS	\$460.39

**E09 NEXT GENERATION 9-1-1 FUND**

E-2209-E009-E01.011	Contract Services	\$16,783.86
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**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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**L05 WATERSHED COORDINATOR/BSWCD**

E-1815-L005-L01.002	Salaries	\$20,000.00
E-1815-L005-L15.006	Hospitalization	\$20,000.00

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$2,602.16
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE**

**WAIVED HOSPITALIZATION CHARGEBACKS FOR**

**THE MONTHS OF JULY, AUGUST AND SEPTEMBER 2024**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of July, August and September 2024.

<b>FROM</b>		<b>TO</b>	
<b>E-0256-A014-A08.006</b>	<b>GENERAL</b>	<b>R-9891-Y091-Y03.500</b>	9,416.66
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	500.00
<b>County Health</b>			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	428.27
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	6.49
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y03.500	271.45
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	262.29
E-2232-F084-F02.008	Nursing	R-9891-Y091-Y03.500	11.90
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y03.500	4.17
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	15.42
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,750.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	750.00
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,150.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	100.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,583.32
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	750.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,000.00
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	2,750.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
<b>TOTAL</b>			<b>25,499.97</b>

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. **GENERAL FUND/MENTAL HEALTH RECOVERY BOARD-\$33,846.24** deposited into R-0059-A009-A01.500 Receipts-Behavioral Health Services. *(Money was received from Mental Health Recovery Board as part of the contract which is in effect from 7-1-2024 to 6-30-2025 1st quarter payment).*

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 September 25, 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 JULY 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 July 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: **COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Judge Davies and Dave Carter to Omaha, NE, on September 26-27, 2024, to Boys Town. Estimated expenses: \$300.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 18, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING LORI MATTHEWS, FULL-TIME LPN AT THE BELMONT COUNTY JAIL TO MOVE FROM THE MINIMUM STEP TO STEP 1**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Lori Matthews, full-time LPN at the Belmont County Jail to move from the minimum step to step 1, effective September 26, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRANSFER OF A 2009 FORD ECONOLINE VAN FROM THE COURT OF COMMON PLEAS/ADULT PROBATION DEPARTMENT TO THE BELMONT COUNTY ELECTION BOARD**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the transfer of a 2009 Ford Econoline Van from the Court of Common Pleas/Adult Probation Department to the Belmont County Election Board.

*Note: This vehicle is no longer in use by the Adult Probation Department.*

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 A VEHICLE FOR THE BELMONT COUNTY ENGINEER AND AUTHORIZE ENGINEER TERRY LIVELY TO SIGN THE PURCHASE DOCUMENTS ON BEHALF OF THE BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the purchase of one 2024 Jeep Grand Cherokee, for a total cost of \$37,999.00 from Ron Lewis Jeep and authorize the Belmont County Engineer Terry Lively to sign the purchase documents on behalf of the Belmont County Commissioners.

*Note: This is an additional vehicle to their fleet that will be used by the County Engineer and will be paid for with MVGT funds.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEER'S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$12,705.00 for CR 5 (Crescent Pleasant Road/Emerson Road) Pavement Rehabilitation Plans, based upon the recommendation of Terry Lively, County Engineer.

*Note: This will be paid by the Engineer's MVGT funds.*

**PROFESSIONAL SERVICES AGREEMENT  
by and between  
BELMONT COUNTY, OHIO  
And  
HAMMONTREE & ASSOCIATES, LIMITED  
for**

**CR 5 (Crescent Pleasant Road/Emerson Road) Pavement Rehabilitation Plans**

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

**WITNESSETH:**

**WHEREAS**, the COUNTY is desirous of rehabilitating the pavement on Barton Blaine Road (CR10) and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

**WHEREAS**, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

**NOW, THEREFORE**, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

**ARTICLE 1- SCOPE OF SERVICES**

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

ARTICLE 2- SCHEDULE

2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within two (2) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by October 4, 2024.

Stage 3 Plans	October 25, 2024
Tracings	December 20, 2024

ARTICLE 3- COMPENSATION

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$12,705.00 (Twelve Thousand Seven Hundred Five dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Design and Plan Preparation.....	\$12,705
<hr/>	
TOTAL	\$12,705

3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER'S payment requests.

ARTICLE 4- GENERAL PROVISIONS

4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.

4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER'S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.

4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.

Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.

Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.

Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.

4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.

4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER'S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user's sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors' methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER'S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 25<sup>th</sup> day of September, 2024.

WITNESSES:

BELMONT COUNTY BOARD OF COMMISSIONERS

Bonnie Zuzak /s/  
Bonnie Zuzak /s/  
Bonnie Zuzak /s/

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

WITNESS:

BELMONT COUNTY ENGINEER

Bonnie Zuzak /s/

Terry Lively /s/

Terry D. Lively, P.E., P.S.

WITNESS:

HAMMONTREE & ASSOCIATES, LIMITED

Melinda C. Chase /s/

By: Karl J. Oprisch /s/

Melinda C. Chase

Karl J. Oprisch

Title: Vice-President

Approved as to form:

KEVIN FLANAGAN

Belmont County Prosecutor

Jacob Manning, Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SIGNING OF A SUBORDINATION AGREEMENT REQUEST/BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize the signing of a Subordination Agreement request in the amount of \$27,000.00 in regard to property owned by Melissa Frazier (Kupske), based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Unified Bank shall loan the sum of **\$27,000.00** to **Melissa Frazier** (Kupske), 1 Elm Street, Bridgeport, OH, upon the security of a mortgage recorded in Official Record Volume \_\_\_\_\_, Pages \_\_\_\_\_, upon the following real property:

See Attached Exhibit A

The undersigned, Jerry Echemann, Josh Meyer and J. P. Dutton, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Unified Bank shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgage thereon, dated August 15, 2008, executed and delivered to the Belmont County Recorder, by said Melissa Kupske, and recorded in Volume 0166, at Pages 948 of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgage Unified Bank is now or will become the owner and holder.

Jerry Echemann, Josh Meyer and J. P. Dutton, Belmont County Commissioners, have caused their names to be subscribed hereto this 25<sup>th</sup> day of September, 2024.

By: Belmont County Commissioners:  
Jerry Echemann /s/  
Jerry Echemann, President  
Josh Meyer /s/  
Josh Meyer  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

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

**IN THE MATTER OF: RESOLUTION – SUPPORTING A RURAL INDUSTRIAL PARK LOAN PROGRAM APPLICATION FOR ECONOMIC DEVELOPMENT BENEFIT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution:

**WHEREAS**, The Belmont County Board of Commissioners Jerry Echemann, Josh Meyer and J. P. Dutton met on this 25<sup>th</sup> day of September, 2024 in open and regular session, and;

**WHEREAS**, in consideration of the above, the Board of County Commissioners, Belmont County, Ohio is supportive of the development and submission of a Rural Industrial Park Loan Program application, in accordance with Section 122.24 of the Ohio Revised Code, to promote economic development in eligible rural areas and promote the economic welfare of Belmont County and the state of Ohio, and;

**RESOLVED** by the Board of County Commissions of Belmont County, Ohio, that:

Section 1: The Board acknowledges the project site, located at the Eastern Ohio Rural Industrial Park in Barnesville, OH located within Belmont County, which has been identified as an eligible county in accordance with Program guideline.

Section 2:The Board acknowledges that no existing Spec Building is located in the county that would compete against a Spec Building that would be developed and improved in the county through the use of financial assistance provided to the applicant under the Rural Industrial Park Loan Program.

Section 3: The Board recognizes the applicant for Rural Industrial Park Loan Program assistance to be the Jefferis Real Estate, LLC of Barnesville, Ohio and that the applicant is an eligible applicant in accordance with Program guidelines.

Section 4: The Board recognizes the applicant has the capacity to undertake and successfully oversee the project, as evidenced by documentation of the applicant’s past performance in economic development projects and financial ability to complete the project.

Section 5: The Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 6: This resolution shall be in full force and effect from and immediately upon its adoption.

**RESOLVED**, That it is found and determined that all formal actions of this Board concerning and related to the adoption of this resolution were so adopted in an open meeting of this Board and that all deliberations of this Board and of any of its communities that resulted in such formal actions, were in a meeting open to the public and in compliance with all legal requirements.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 6 TO THE MILLS GROUP, LLC AGREEMENT/RECORDS AND HEALTH DEPARTMENT BUILDING PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign Amendment No. 6 to the Mills Group, LLC agreement, for the new Records Building and Health Department Building project as follows:

- Stepwise Traffic Engineering Services in the amount of \$13,625.
- Pre-Traffic and Traffic Impact Study in the amount of \$15,475.
- Mills Group Project Management in the not to exceed amount of \$5,000.

**Board of Commissioners of Belmont County, Ohio  
Records Building and Health Department Building Project**

**Amendment No. 6 to the Architect Agreement**

Pursuant to the AIA B101-2017, Standard Form of Agreement Between Owner and Architect as modified, dated May 18, 2022, between the Board of Commissioners of Belmont County (the "Owner") and Mills Group, LLC (the "Architect"), specific to the above-referenced Project (the "Agreement"), the Owner and Architect hereby amend the Agreement as set forth below.

The following is added to the end of Section 11.3:

The following compensation shall be added to the Architect's Additional Services Fee:

Stepwise Traffic Engineering Services	\$13,625
Pre-Traffic and Traffic Impact Study	\$15,475
Mills Group Project Management	\$5,000 (hourly not-to-exceed)

Except as stated herein, this Amendment shall not alter any part of the Agreement between the Owner and Architect. This Amendment may be executed in any number of original counterparts, all of which evidence one agreement and only one of which needs to be produced for any purpose.

The Board of Commissioners of Belmont County, Ohio

By: [Signature]  
JERRY ECHEMANN

Printed Name: S.P. DUTTON JERRY MEYER  
PRESIDENT

Title: MEMBER VICE-PRESIDENT

Date: 9-25-24

Mills Group, LLC

By: [Signature]

Printed Name: Michael Mills, AIA

Title: Principal-In-Charge

Date: 9/30/2024

**CERTIFICATE OF FUNDS  
(ORC Section 5705.41)**

The undersigned, Fiscal Officer of the Owner hereby certifies in connection with the Amendment to which this Certificate is attached that the amount required to meet the obligations, under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: 9/30/24

[Signature]  
Fiscal Officer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING SERVICE ORDER #10040209**



**FROM H.E. NEUMANN CO/DJFS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Service Order #10040209 from H.E. Neumann Co., in the amount of \$3,716.79, for parts and materials for air conditioner repair at Belmont County Job and Family Services.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING CONSTRUCTION PROPOSAL FROM H.E. NEUMANN CO/HEALTH DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the construction proposal from H.E. Neumann Co., in the not to exceed amount of \$7,200.00, for labor and materials to drain existing boiling system and repair underground leak at the Belmont County Health Department.

*Note: This project will be billed on a time and material basis. There is a possibility that once the concrete is removed and leak discovered the price could increase.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING QUOTE FROM H.E. NEUMANN CO/DJFS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the quote from H.E. Neumann Co., in the amount of \$2,943.00, for all labor and materials needed to relocate one outdoor air sensor at the Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

**Discussion-**Jeff Felton, DJFS Director, introduced new employee Christy Devore, full-time Treatment Foster Care Program Leader. This is a new position. Belmont County is working along with Jefferson and Morgan counties on the Treatment Foster Home program. Each county is receiving \$75,000 in state funding. The goal of the program is to allow youth requiring out-of-home care to remain in or near their local community in a more specialized home setting. The program will connect foster children who are facing significant behavior health challenges with treatment foster families who are equipped to support children with complex needs in their homes, as opposed to placing them in congregate or residential facilities. The tri-county program has contracted with Kendall Behavior Solutions who will complete individual treatment plans.

**JFS levy-**Mr. Dutton said the levy on the upcoming ballot is a reduction. If it passes the second levy would be dropped next year.

**OPEN PUBLIC FORUM-**Joyce Hartley, Shadyside, voiced her frustration with the ditch issue by her property that she feels is damaging her home and causing the value to decrease. Ms. Hartley feels this is the county's responsibility to fix. Mr. Echemann gave Ms. Hartley a copy of the Prosecutor's opinion from September 2023.

**RECESS**

**Domestic Violence Awareness Month Proclamation**

**Present: JaQue Galloway, Program Facilitator and Megan Talkington, Community Education Coordinator, Tri-County Help Center,** Ms. Talkington said they provide mental health services, case management domestic abuse intervention, parenting classes, advocacy services and community education and outreach.. They also have a 24 hour hotline.

**IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Domestic Violence Awareness Month Proclamation.

***PROCLAMATION DECLARING OCTOBER DOMESTIC VIOLENCE AWARENESS MONTH***

**WHEREAS,** every person has the right to live in a non-violent home and community. It is the goal of this administration for our communities to be safe; and

**WHEREAS,** the problem of domestic violence affects all citizens of Belmont County, and is not confined to any particular race, gender, age, social, religious, ethnic, geographic or economic group; and

**WHEREAS,** 1 in 3 teenagers, 1 in 4 women, and 1 in 7 men will experience domestic violence during their lifetime with 1 in 15 children exposed to domestic violence each year; and

**WHEREAS,** the most dangerous time for a victim is when they leave their abuser at 70 times more likely to be murdered after leaving an abusive partner, and 72% of murder-suicides involve intimate partners; and

**WHEREAS,** domestic violence is the third leading cause of homelessness among families; and

**WHEREAS,** the financial impact of domestic violence through lifetime economic costs associated with medical services, lost productivity from paid work, criminal justice, and other costs was \$3.6 trillion; and

**WHEREAS,** the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control and/or abuse; and

**WHEREAS,** only a coordinated community effort will put a stop this heinous crime; and

**WHEREAS,** survivors of violence should have access to medical, legal, counseling, housing, and other supportive services so that they can escape the cycle of abuse; and

**WHEREAS,** it is important to recognize the compassion and dedication of the individuals who provide service to victims of domestic violence and work to increase public understanding of this significant problem.

**NOW, THEREFORE, BE IT RESOLVED,** in recognition of the important work done by Tri-County Help Center, Inc. and other victim service providers, the Belmont County Commissioners do hereby recognize October as "Domestic Violence Awareness Month". This month let us remember the victims of domestic violence, celebrate the survivors, and work together to eliminate domestic violence from our community.

Adopted this 25th day of September, 2024.

**BELMONT COUNTY COMMISSIONERS**

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A.M.**

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

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:56 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:56 a.m.  
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF WILLIAM RALSTON, PART-TIME MEDICAL DRIVER/SOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the retirement of William Ralston, part-time Medical Driver at Senior Services of Belmont County, effective September 28, 2024

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ISSUING A ONE-DAY PAID WORKING SUSPENSION TO DANIEL FARMER, FULL-TIME CREW LEADER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Daniel Farmer, full-time Crew Leader at the Belmont County Water and Sewer District, to serve a one-day paid working suspension on September 26, 2024.

Upon roll call the vote was as follows:

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

**RECESS**

**BUDGET HEARINGS**-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk  
2025 budget requests were reviewed.

**RECORDERS**-Present: Jason Garczyk  
\$353,900 is requested for 2025. Mr. Garczyk said this has been the busiest year since 2018. He is requesting an increase in the filing fee. The current fee is \$4.00, he would like it increased to \$6.00. The filing fee goes into the Technology Fund. The current balance is \$250,000 to \$275,000. The contract with Kofile needs renewed this November. If he stays with them he will have to buy his own computers. Mr. Garczyk is checking with other companies. He has a request in for a \$350,000 scanning project that he would like covered with ARPA funds. Part of it could possibly be paid out of the Technology fund.

**RECESS**

**BUILDING & GROUNDS**-Present: Scott Larkin, Facilities Director  
\$3,519,916 is requested for 2025. This is an increase of \$46,000 from 2024. DJFS maintenance could be moved to the county's Building and Grounds which would increase the budget by approximately \$80,000. A truck/snowplow/salt box will be replaced next year in the approximate amount of \$70,000. A 16 foot, 14,000 lb. trailer will be needed for a skid steer in the approximate amount of \$7,000. A used skid steer will be needed in the approximate amount of \$20,000 after trade-in of two tractors and one brush hog. The 2024 projected budget for county building repairs and upgrades is \$225,000.

**RECESS**

**COMMON PLEAS/MAGISTRATE**-Present: Judge Vavra, Judge Berhalter, Magistrate Amy Busic, Bob Williams, Bryana Vavra and Kelcie Hildebrand  
\$633,929 requested for Common Pleas for 2025, \$185,156 requested for Magistrate for 2025. Quotes were turned in for the remodel of the jury restrooms in the amount of \$14,176. Judge Vavra said the employees have not had an increase in their salary for five years. They are short \$25,000 for the year, a big portion is due to a retirement payout. Mr. Williams said they have received \$32,000 in reimbursements from the IV-D contract for the first half of the year. Another \$20,000 will be coming.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:38 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.  
Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes



September 25, 2024

Mr. Dutton Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:33 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 1:33 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there are no motions to be considered at this time as a result of executive session. There is one additional motion to be considered that is not a result of executive session.

**IN THE MATTER OF APPROVING APPLYING FOR AMLER GRANT FUNDS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve applying for Amler (Abandoned Mine Land Economic Revitalization) Grant Funds.

Upon roll call the vote was as follows:

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

**RECESS**

**Reconvened Thursday, September 26, 2024 at 11:14 a.m. with Commissioner Meyer and Dutton present.**

**Absent: Commissioner Echemann**

**BUDGET HEARINGS**-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

2025 budget requests were reviewed. Mr. Meyer explained sales tax revenues were down for the year. The County Auditor thinks the overall number will be the same as last year.

**CLERK OF COURTS**-Present: Laura Zupko

\$664,525 is requested for 2025. This includes \$200,000 for office renovations and \$50,000 for the Clerk of Courts e-filing portion for the new system. The system cost \$145,622. E-filing is being mandated by the state and they need to be compliant by October 2025. This includes the county courts and the Divisional Courts. The county courts are not willing to contribute. Juvenile/Probate is exempt from e-filing, but may be able to contribute a portion.

**RECESS**

**Reconvened Monday, September 30, 2024 at 8:33 a.m. with Commissioners Echemann, Meyer and Dutton present.**

**BUDGET HEARINGS**-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

2025 budget requests were reviewed.

**DIVISIONAL COURTS**-Present: Judges Costine, Trouten and Myser, Deputy Clerks Jessical Uscio, Cheri Westlake and Donna Cottage

\$662,941 is requested for 2025. A grant for the e-filing system was applied for, but was not received. Northern Divisional Court does not have any funds to contribute towards it. Western and Eastern Divisional Courts are willing to contribute funds from their Technology fund. Mr. Dutton said the Board of Commissioners will play a role by helping fund the system. Mr. Dutton explained the sales tax revenues are down for 2024. The County Auditor thinks the overall number will be the same as 2024. Mr. Dutton asked if they could cover the additional adjustments for the Probation Officers' salary increase for the rest of the year due to the Auditor not wanting to give additional appropriations.

**RECESS**

Mr. Echemann said there is one additional motion to be considered.

**IN THE MATTER OF APPROVING THE PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE CUMBERLAND TRAIL FIRE DISTRICT #4, DBA BELMONT COUNTY CARES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Cumberland Trail Fire District #4, dba Belmont County CARES (Community Access, Resources, Education and Solutions) in the not to exceed amount of \$20,000.00 for services to assist Adult Protective Services Clients of Belmont County Department of Job and Family Services, effective October 1, 2023 through September 30, 2024.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Purchase of the Performance of Services Contract**

Whereas, this contract entered into on the 30<sup>th</sup> day of September 2024, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser") and the Cumberland Trail Fire District #4 dba Belmont County CARES [Community Access, Resources, Education and Solutions] Program (hereinafter referred to as "Contractor"), is for the purchase of the service coordination and referral services for eligible clients served by the Adult Protective Services unit of the Purchaser.

**I. Purpose**

The purpose of this contract is the purchase of the Community Paramedicine services to assist Adult Protective Services Clients referred to the Belmont County Department of Job and Family Services. This contract is not intended and does not establish a subrecipient or subgrantee relationship as those terms are defined 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: Cumberland Trail Fire District #4 (dba The CARES Program)  
142 South Marietta Street  
St. Clairsville OH 43950  
740-695-5147

**III. Contract Period**

This contract will be effective from October 1, 2023, through September 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 Community Paramedicine service to APS Clients (Age 60 and older) without regard to income. The paramedics will take on an expanded role providing essential healthcare services to clients with the objective to enhance accessibility to primary care to the medically underserved population of Belmont County and to curtail avoidable utilization of emergency care resources. Services include health screenings, home safety inspections, coordination with community supportive services including, but not limited to APS, behavioral health services, law enforcement, etc. The goal of this contract is to assist victim of elder abuse, neglect, or exploitation to overcome barriers leading to the abuse, neglect, or exploitation.

1. The CARES Coordinators will work with the APS Case Manager to obtain necessary releases of information, make necessary referral for services to assist the client to avoid potential instances of abuse, neglect, and/or exploitation to overcome substantiated instances of abuse, neglect and/or exploitation. The CARES Coordinator and APS Case Managers will work jointly in locating family, making referral to appropriate outside professional services, coordinating necessary medical visits and other necessary services to ensure quality of life for eligible clients.
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. All clients eligible for reimbursement under Section V of this contract shall be APS clients.

**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 provide to the Purchaser a detailed report by September 30, 2024, detailing CARES clientele referred to them by the APS unit of the Purchaser.

The Purchaser will review all client information to determine Title XX Eligibility and refer to the Contractor the allowable billable clientele.

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

**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**

The Contractor will be eligible for reimbursement up to 100 units at \$200.00 per unit for the contractual period. A unit is defined as any contact with a client aged 60 or older and residing in Belmont County. Funding will be paid from the Federal Fiscal Year 2024 (October 1, 2023-September 30, 2024) Social Services Block Grant Title XX Base allocation issued to the Belmont County Department of Job and Family Services. {CFDA 93.667 FAI 2401OHSOSR; Federal Award Date: October 1, 2023; Federal Awarding Agency: Department of Health and Human Services}.

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$20,000.00 for service not to exceed 100 units. The unit rate is \$200.00.

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 (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor 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.

#### **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 if 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, always, 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 if 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 because 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 all unemployment compensation premiums, all income tax deductions, pension deductions 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, always, 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 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 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 based on 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**

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

**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.

**XXXIV.Contract Work Hours and Safety Standards Act**

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.

**XXXV.Public Records**

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.

**XXXVI.Clean Air Act**

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).

**XXXVII.Energy Efficient**

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

**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).

**XXXIX.Patent Rights**

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.

**Signatures:**

Jeffery L. Felton /s/

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

Tim Hall /s/

**Tim Hall, Fire Chief**  
Cumberland Trail Fire District #4  
142 South Marietta Street  
St. Clairsville OH 43950

J. P. Dutton /s/

9-27-2024  
**Date**

9-27-2024  
**Date**

9/30/24

September 25, 2024

**J. P. Dutton, Commissioner**

Belmont County Board of Commissioners

*Jerry Echemann /s/*

**Date**

9/30/24

**Jerry Echemann, Commissioner**

Belmont County Board of Commissioners

*Josh Meyer /s/*

**Date**

9/30/24

**Josh Meyer, Commissioner**

Belmont County Board of Commissioners

**Approved as to Form:**

*Jacob Manning /s/*

**Date**

9/27/2024

**Jacob Manning, Assistant County 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 ADJOURNING**



September 25, 2024

**COMMISSIONERS MEETING AT 8:53 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 8:53 a.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 October, 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