

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 \$767,114.99

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E01.002 Salaries	\$49,370.00
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E08.003 PERS	\$11,000.00
E-0081-A002-D02.002 Salaries	E-0081-A002-D10.003 PERS Probate	\$553.82
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C36.003 PERS Juvenile	\$2,000.00
E-0170-A006-G09.003 PERS	E-0170-A006-G05.011 Contract Services	\$1,500.00
E-0170-A006-G10.000 Fringe Benefits	E-0170-A006-G05.011 Contract Services	\$1,500.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S63.000 General & Others	\$500.00

S49 MENTAL HEALTH

FROM	TO	AMOUNT
E-2310-S049-S52.012 Equipment	E-2310-S049-S63.000 PERS	\$2,500.00

S70 BELMONT COUNTY SENIOR PROGRAMS

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S02.003 PERS	\$10,000.00

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 December 18, 2024 date:

A00 GENERAL FUND

E-0061-A002-B02.002	Salaries-Employees	\$18,785.71
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$7,500.00
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S01 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$80.00
E-8010-S030-S55.010	Supplies	\$1,965.00
E-8010-S030-S63.000	General	\$535.00

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$178,534.84
E-9801-Y001-Y03.000	Township-Permissive Tax	\$61,136.49
E-9801-Y001-Y05.000	Pease Township	\$2,604.00
E-9801-Y001-Y06.000	Goshen Township	\$1,368.00
E-9801-Y001-Y07.000	Warren Township	\$2,795.00
E-9801-Y001-Y08.000	Pultney Township	\$2,828.00
E-9801-Y001-Y09.000	Flushing Township	\$480.00
E-9801-Y001-Y10.000	Colerain Township	\$1,150.50
E-9801-Y001-Y11.000	Kirkwood Township	\$186.00
E-9801-Y001-Y12.000	Mead Township	\$640.50
E-9801-Y001-Y13.000	Richland Township	\$2,035.50
E-9801-Y001-Y14.000	Smith Township	\$458.62
E-9801-Y001-Y15.000	Somerset Township	\$328.50
E-9801-Y001-Y16.000	Union Township	\$687.00
E-9801-Y001-Y17.000	Washington Township	\$142.50
E-9801-Y001-Y18.000	Wayne Township	\$226.50
E-9801-Y001-Y19.000	Wheeling Township	\$465.00
E-9801-Y001-Y20.000	York Township	\$313.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR NOVEMBER 2024

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

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	8,541.95
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	705.60
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,512.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	6,152.67
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	10,991.45
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	735.51
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	9,793.52
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	8,653.66
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	2,562.99
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	11,624.37
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	18,929.47
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	2,071.84
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	988.17
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,378.72
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	2,390.79
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,294.83
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,408.67
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	10,313.66
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	16,059.39
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,631.69
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	49,074.99
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	5,627.11
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,952.13
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	7,827.76
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	8,588.93
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	5,742.28
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	995.91
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			209,766.75
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	4,828.21
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,805.04
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	20.55
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	1,086.21
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	722.22
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	908.83
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	446.13
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	361.09
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	66.52
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	1,199.29
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	589.11
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	807.81
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	325.11

Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,924.18
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	37.97
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	35.81
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	19.83
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	82,371.24
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	12,585.86
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,207.80
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	6,969.57
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	22,897.00
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,673.69
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,872.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	705.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,559.31
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	522.57
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	227.50
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	2,253.46
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,918.27
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	28,922.33
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	8,979.06
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,439.21
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	28,708.53
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	22,212.11
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	7,740.12
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	24.24
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	334.39
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,728.45
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	71,192.46
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	36,632.83
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	919.69
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,405.38
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,015.20
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	894.09
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	860.16
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	860.16
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,173.44
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	424.05
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,268.55
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	282.24
			594,732.02

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 OCTOBER, NOVEMBER AND DECEMBER 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 October, November and December 2024.

FROM

TO

E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,083.31
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	500.00
County Health			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	431.38
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	6.13
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y03.500	265.00
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	250.00
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y03.500	32.49
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	15.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,916.66
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	1,066.64
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	100.02
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	2,083.33
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,000.00
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	2,749.99
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
	TOTAL		25,999.95

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 2025 WORKERS' COMPENSATION CHARGEBACKS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for 2025 Workers' Compensation Chargebacks.

2025 WORKERS' COMPENSATION (BASED ON 2024 ESTIMATED PAYROLL)

ACCOUNT NAME	TRANSFER FROM	TRANSFER TO	2024 Estimate
	ACCOUNT NUMBER	ACCOUNT NUMBER	0.7504600
<u>GENERAL FUND</u>			
	Rate 10.3549		
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$1,243.00
	Rate 0.75046		
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$108,517.86
UNDIVIDED ESTATE TAX	E-0256-A014-A14.004	R-9899-Y089-Y04.574	\$1.75
		TOTAL GENERAL FUND	\$109,762.61
<u>OTHER AGENCIES</u>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,899.21
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	34,915.64
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	5,668.78
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	1,235.51
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	2,107.26

M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	9,934.99
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,345.11
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	1,186.04
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	215.00
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	1,133.07
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	9,256.58
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	3,553.58
BCBDD-MAIN FUND	E-2410-S066-S77.004	R-9899-Y089-Y04.574	28,196.17
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	15,723.58
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	1,986.86
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	10.78
TARGETED COM ALTERN TO PRISON	E-1545-S055-S02.002	R-9899-Y089-Y04.574	544.39
PROBATION SERVICE GRANT	E-1546-S056-S04.001	R-9899-Y089-Y04.574	649.13
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	403.79
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	344.57
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	346.98
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	6,659.78
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	282.49
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	477.45
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	1,353.35
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	191.57
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	650.33
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	338.32
WATER DEPARTMENT			
WATER WORKS FUNDS	E-3702-P005-P30.004	R-9899-Y089-Y04.574	12,038.27
SANITARY SEWER FUNDS	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	2,944.06
JUVENILE COURT GRANTS			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	913.58
CCAP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	858.59
PLACEMENT TITLE IV	E-0400-M064-M03.004	R-9899-Y089-Y04.574	483.53
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	781.67
COUNTY HEALTH			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,756.39
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	27.49
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	492.13
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	228.47
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	372.09
PH EMERGENCY READINESS	E-2238-F090-F01.002	R-9899-Y089-Y04.574	783.68
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	215.32
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	913.09
AH	E-2241-F093-F07.002	R-9899-Y089-Y04.574	285.74
GET VACCINATED	E-2236-F088-F01.002	R09899-Y089-Y04.574	76.48
INTEGRATED NALOXONE ACCESS/INFRAST	E-2237-F089-F01.002	R-9899-Y089-Y04.574	238.60
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	896.05
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	76.54
SWIMMING POOLS AND SPAS	E-2220-P070-P01.002	R-9899-Y089-Y04.574	14.31
PWRE RATE (X 0.001966)			
PUBLIC WORKS RELIEF EMPLOYEES	E-2510-H000-H08.004	R-9899-Y089-Y04.574	228.00
TOTAL			266,769.00

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 December 18, 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 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:

DJFS-Kathy Probst and Cindy Berry to Lewis Center, OH, on January 20-21, 2025, February 17-18, 2025 and March 19-20, 2025, to attend the Comprehensive Supervisor Series Training. Estimated expenses: 2,821.08. John Regis to Lewis Center, OH, on March 12-13, 2025, September 11-12, 2025 and December 11-12, 2025, to attend the OJFSDA General Session. Estimated expenses: \$1,810.54. John Regis to Columbus, OH, on May 7-9, 2025, to attend the OJFSDA General Session & Director's Conference. Estimated expenses: \$604.10. Jeff Felton to Coshocton, OH, on January 17, April 18, July 18, and October 17, 2025, to attend various meetings. Jeff Felton to Lewis Center, OH, on March 5-7, March 13-14, June 26-27, September 11-13, December 3-5, December 10-13, 2025, to attend various meetings. Jeff Felton to Columbus, OH, on January 8, February 12-13, April 9-10, June 11-12, July 11, August 8-9, October 8-9, November 12-13, 2025, to attend various meetings. Jeff Felton to Cambridge, OH, on January 7, February 4, May 3, September 2, December 2, 2025, to attend various meetings. Jeff Felton to Perry County, OH, on March 4, 2025, to attend the ECODA meeting. Jeff Felton to New Philadelphia, OH, on April 1, 2025, to attend the ECODA meeting. Jeff Felton to Zanesville, OH, on August 5, 2025, to attend the ECODA meeting. Jeff Felton to Millersburg, OH, on October 7, 2025, to attend the ECODA meeting. Jeff Felton to Caldwell, OH, on November 4, 2025, to attend the ECODA meeting. Estimated expenses: \$8,444.72.

SSOBC-Barnesville Center employees to Steubenville, OH, on January 9, 2025, for a senior outing to the Nutcracker Village. Bellaire, Centerville and Colerain Center employees to Moundsville, WV, on January 16, 2025, for a senior outing to the various locations. Bethesda Center employees to Moundsville, WV, on January 7, 2025, for a senior outing to various locations. Martins Ferry Center employees to Wheeling, WV, on January 14, 2025, for a senior outing to the Highlands. Flushing Center employees to Cadiz, OH, on January 9, 2025, for a senior outing to various locations. Powhatan Center employees to Moundsville, WV, on January 10, 2025, for a senior outing to various locations. St. Clairsville Center employees to Cambridge, OH, on January 24, 2025, for a senior outing to Mosser Glass and other destinations. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 11, 2024.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcement-

- No meeting will be held the week of December 22, 2024, due to the Christmas holiday and the week of December 29, 2024 due to the New Year's holiday.

Note: The meeting of December 18, 2024, will stand in recess through 2024 for any action that may be needed. The media will receive notification if the meeting is reconvened.

**IN THE MATTER OF NOTICE OF
BOARD'S REORGANIZATION MEETING**

Motion made by Mr. Echemann, seconded by Mr. Dutton to hold the Board's annual **Reorganization Meeting** on Monday, January 6, 2025, at **8:45 a.m.** pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same.

Note: The Board will also hold their regular meeting on Wednesday, January 8 at 9:00 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING MARK INGLES,
FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Mark Ingles, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective December 30, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JAMES CARREL,
PART-TIME KENNEL STAFF**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of James Carrel, part-time Kennel Staff at the Belmont County Animal Shelter, effective December 21, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING MADISON HUGHES,
PART-TIME KENNEL STAFF**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hire of Madison Hughes, part-time Kennel Staff at the Belmont County Animal Shelter, effective December 23, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT
OF DONATIONS/ANIMAL SHELTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to acknowledge receipt of the following donations for the Belmont County Animal Shelter:

- \$1,500.00 donation from Belmont County Cat Stray Shun to be used for vet bills.
- \$500.00 donation from the Edward & Marisa Nolan Family Fund in memory of Marisa Nolan.
- \$1,500.00 anonymous donation to be used for vet bills.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM
JOHNSON BOILER WORKS INC/COURTHOUSE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Johnson Boiler Works Inc., in the amount of \$5,250.00 for valve replacement and investigation of venting issue at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE NUMBER 1551
FROM DIGITAL DATA COMMUNICATIONS, INC/COURTHOUSE SERVER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Quote Number 1551 from Digital Data Communications, Inc., in the amount of \$5,104.00 for the following for the Belmont County Courthouse Server;

- One-time items: One Microsoft SQL Server 2022 Standard Edition and seven Microsoft SQL Server 2022 (CALs).
- Yearly items: One Microsoft Windows Server 2025 Standard Windows Server 2025 Standard-16 Core Perpetual, seven Microsoft Windows Server RDS (CALs), twenty-two Microsoft Windows Server 2025 Standard (User CALs)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE GRANT APPROVAL LETTER
FOR THE OHIO UNIVERSITY REPLACEMENT EASEMENT FOR
THE BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Grant Approval Letter for the Ohio University replacement easement for the Belmont County Water and Sewer District.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE VENDOR AGREEMENTS
FOR TITLE XIX (19) TRANSPORTATION SERVICES**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2025 to December 31, 2025 for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
City of Martins Ferry, Division of EMS	\$750,000.00
IC Cab, LLC	\$750,000.00
Neffs Volunteer Fire Department	\$750,000.00
59 Green Ltd, DBA Green Cab	\$750,000.00

*Note: Funding is 100% pass through dollars split evenly among the state and federal governments.
The contracts are contingent on available funding.*

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

Whereas, this contract, entered into on the 18th day of **December, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and the City of Martins Ferry, Division of Emergency Medical Services (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

I. Purpose

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid approved appointments including, but not limited to: doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

II. Parties

The parties to this agreement are as follows:

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

Contractor: City of Martins Ferry, Division of Emergency Medical Services
35 South Fifth Street
Martins Ferry OH 43935
740-633-0313

III. Contract Period

This contract and its terms will become effective on January 1, 2025. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2025. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional two years not to exceed December 31, 2027. This is the first year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

IV. Definitions

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curbside-to-curbside transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participant as defined in OAC 5101:3-24-03. Services are not limited to the participants community if that service is not available in the local community.

A. Contractor's Responsibilities

1. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker's Compensation, and maintaining confidentiality.
2. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
3. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant's medical condition and timeliness concerns.
4. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
5. The Contractor agrees to the following activities during the term of this contract:
 - a. Notify the patient within 24 hours when unable to accommodate the patient's request; and
 - b. Track statistics of each patient. Statistics are captured as part of the Contractor's billing roster; and
 - c. Maintain a manifest or driver's log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding of payment for services; and
 - d. The Contractor must adhere to the patient's certification period provided by the Purchaser; and
 - e. Maintain a valid worker's compensation policy with the Ohio Bureau of Worker's Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
 - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
 - g. The Contractor must have liability insurance on all its employees during the term of this contract.
6. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
7. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to John.Regis@jfs.ohio.gov.
8. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
9. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
 - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
 - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
 - c. Driver abstracts/history reports from the driver's state of licensure; and
 - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
 - e. **This information is required to be provided to the Purchaser no later than January 30, 2025. Failure to provide information timely may result in suspension of the contract terms until all information is provided.**

B. Purchaser's Responsibilities

1. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants

whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.

2. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
3. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
 - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.) and return trip to the participant's home; and
 - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
4. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

C. Service Requirements

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to both on and off site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice 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, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. 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 responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. Billing and Payment Procedures

1. The Purchaser agrees to pay the provider the following fee schedule:
 - a. \$5.25 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
 - b. \$20.00 per hour for wait time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15 minute mark, 30 minute mark, 45 minute mark and 60 minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.
 - c. \$15.00 load fee that is permissible when a participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
 - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle shall be charged at the \$5.25 per mile rate.
 - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
 - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
 - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
2. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
3. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
4. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. Repayment method must be agreed upon by both parties.
5. The Purchaser may deny payment for any of the following reasons:
 - a. Failure to meet service requirements; or
 - b. Failure to meet performance standards; or
 - c. Failure to meet performance reporting requirements; or
 - d. Inaccurate or incomplete invoices.
6. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

VII. Allowable Costs

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

VIII. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a "Sampling Method". Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full 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 of discovery. If repayment with 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 necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractor agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

IX. Reports and Records Retention

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

X. Warranty

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

XI. Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

XII. 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 it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

XIII. Confidentiality

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

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

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

XV. Indemnification

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

XVI. Compliance

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other required taxes and 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 necessary qualifications 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.

XVII. 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 other liability on the Purchaser or the Belmont County Board of County Commissioners.

XVIII. Assignments

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

XIX. Subcontracts

In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of 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 for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

XX.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. The Contract super cedes all previous communications, representations, writings (including other contracts), written or oral, between the parties.

Any modification or amendment to this contract shall be completed in writing and executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXI.Termination and Breach of Contract

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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, or 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.

XXII.Waiver

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

XXIII.Governing Law and Forum

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

XXIV.Severability

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

XXV.Non-Discrimination

The 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, the Contractor will not discriminate against any employee, recipient, 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 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

XXVI.Child Support Enforcement

The Contractor agrees to cooperate with Purchaser, 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, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXVII.Public Assistance Work Program Customers

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

XXVIII.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.

XXIX.Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

XXX.Copeland "Anti-Kickback" Act

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

XXXI.Davis-Bacon Act

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

XXXII.Contract Work Hours and Safety Standards Act

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

XXXIII.Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

XXXIV.Clean Air Act

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

XXXV.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

XXVI. Energy Efficiency

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

XXVII. 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.

XXVIII. Procurement

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

Signatures:

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>12/9/2024</u> Date
<u>John R. Davies /s/</u> John Davies, Mayor City of Martins Ferry	<u>12/11/2024</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
Approved as to Form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/10/2024</u> Date

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

Whereas, this contract, entered into on the **18th** day of **December, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and IC Cab, LLC (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

I. Purpose

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid approved appointments including, but not limited to: doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

II. Parties

The parties to this agreement are as follows:

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

Contractor: IC Cab, LLC
1113 Main Street
Wheeling WV 26003
304-232-1313

III. Contract Period

This contract and its terms will become effective on January 1, 2025. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2025. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional two years not to exceed December 31, 2027. This is the first year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

IV. Definitions

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participant as defined in OAC 5101:3-24-03. Services are not limited to the participants community if that service is not available in the local community.

A. Contractor's Responsibilities

1. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker's Compensation, and maintaining confidentiality.
2. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
3. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant's medical condition and timeliness concerns.
4. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
5. The Contractor agrees to the following activities during the term of this contract:
 - a. Notify the patient within 24 hours when unable to accommodate the patient's request; and
 - b. Track statistics of each patient. Statistics are captured as part of the Contractor's billing roster; and
 - c. Maintain a manifest or driver's log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding of payment for services; and
 - d. The Contractor must adhere to the patient's certification period provided by the Purchaser; and
 - e. Maintain a valid worker's compensation policy with the Ohio Bureau of Worker's Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
 - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
 - g. The Contractor must have liability insurance on all its employees during the term of this contract.
6. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
7. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to John.Regis@jfs.ohio.gov.
8. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
9. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
 - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
 - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
 - c. Driver abstracts/history reports from the driver's state of licensure; and
 - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
 - e. **This information is required to be provided to the Purchaser no later than January 30, 2025. Failure to provide information timely may result in suspension of the contract terms until all information is provided.**

B. Purchaser's Responsibilities

1. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
2. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
3. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
 - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.) and return trip to the participant's home; and
 - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.

4. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

C. Service Requirements

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to both on and off site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice 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, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. 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 responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. Billing and Payment Procedures

1. The Purchaser agrees to pay the provider the following fee schedule:
 - a. \$5.25 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
 - b. \$20.00 per hour for wait time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15 minute mark, 30 minute mark, 45 minute mark and 60 minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.
 - c. \$15.00 load fee that is permissible when a participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
 - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle shall be charged at the \$5.25 per mile rate.
 - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
 - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
 - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
2. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
3. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
4. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. Repayment method must be agreed upon by both parties.
5. The Purchaser may deny payment for any of the following reasons:
 - e. Failure to meet service requirements; or
 - f. Failure to meet performance standards; or
 - g. Failure to meet performance reporting requirements; or
 - h. Inaccurate or incomplete invoices.
6. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

VII. Allowable Costs

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

VIII. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a "Sampling Method". Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full 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 of discovery.

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 necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractor agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

IX. Reports and Records Retention

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

X. Warranty

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

XI. Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

XII. 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 it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

XIII. Confidentiality

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

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

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

XV. Indemnification

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

XVI. Compliance

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other required taxes and 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 necessary qualifications 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.

XVII. 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 other liability on the Purchaser or the Belmont County Board of County Commissioners.

XVIII. Assignments

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

XIX. Subcontracts

In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of 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 for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

XX. 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. The Contract super cedes all previous communications, representations, writings (including other contracts), written or oral, between the parties.

Any modification or amendment to this contract shall be completed in writing and executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXI. Termination and Breach of Contract

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this

contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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, or 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.

XXII. Waiver

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

XXIII. Governing Law and Forum

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

XXIV. Severability

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

XXV. Non-Discrimination

The 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, the Contractor will not discriminate against any employee, recipient, 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 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

XXVI. Child Support Enforcement

The Contractor agrees to cooperate with Purchaser, 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, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXVII. Public Assistance Work Program Customers

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

XXVIII. 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.

XXIX. Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

XXX. Copeland "Anti-Kickback" Act

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

XXXI. Davis-Bacon Act

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

XXXII. Contract Work Hours and Safety Standards Act

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

XXXIII. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement", the Contractor must comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XXXIV.Clean Air Act

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

XXXV.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

XXVI. Energy Efficiency

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

XXVII. 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.

XXVIII. Procurement

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

Signatures:

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>12/9/2024</u> Date
<u>Tate Blanchard /s/</u> Tate Blanchard, Chief Development Officer IC Cab, LLC	<u>12/9/2024</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
Approved as to Form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>12/10/2024</u> Date

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

Whereas, this contract, entered into on the **18th** day of **December, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”), and the Neff Volunteer Fire Department (hereinafter “Contractor”), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

I. Purpose

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid approved appointments including, but not limited to: doctor’s visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

II. Parties

The parties to this agreement are as follows:

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

Contractor: Neff Volunteer Fire Department
54044 Pike Street
Neffs OH 43940
740-676-5563

III. Contract Period

This contract and its terms will become effective on January 1, 2025. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2025. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional two years not to exceed December 31, 2027. This is the first year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

IV. Definitions

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participant as defined in OAC 5101:3-24-03. Services are not limited to the participants community if that service is not available in the local community.

A. Contractor's Responsibilities

1. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker's Compensation, and maintaining confidentiality.
2. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
3. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant's medical condition and timeliness concerns.
4. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
5. The Contractor agrees to the following activities during the term of this contract:
 - a. Notify the patient within 24 hours when unable to accommodate the patient's request; and
 - b. Track statistics of each patient. Statistics are captured as part of the Contractor's billing roster; and
 - c. Maintain a manifest or driver's log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding of payment for services; and
 - d. The Contractor must adhere to the patient's certification period provided by the Purchaser; and
 - e. Maintain a valid worker's compensation policy with the Ohio Bureau of Worker's Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
 - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
 - g. The Contractor must have liability insurance on all its employees during the term of this contract.
6. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
7. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to John.Regis@jfs.ohio.gov.
8. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
9. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
 - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
 - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
 - c. Driver abstracts/history reports from the driver's state of licensure; and
 - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
 - e. **This information is required to be provided to the Purchaser no later than January 30, 2025. Failure to provide information timely may result in suspension of the contract terms until all information is provided.**

B. Purchaser's Responsibilities

1. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
2. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
3. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
 - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.) and return trip to the participant's home; and
 - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
4. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

C. Service Requirements

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to both on and off site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice 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, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. 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 responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. Billing and Payment Procedures

1. The Purchaser agrees to pay the provider the following fee schedule:
 - a. \$5.25 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
 - b. \$20.00 per hour for wait time that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15 minute mark, 30 minute mark, 45 minute mark and 60 minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.
 - c. \$15.00 load fee that is permissible when a participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
 - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle shall be charged at the \$5.25 per mile rate.
 - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
 - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
 - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
2. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
3. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
4. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. Repayment method must be agreed upon by both parties.
5. The Purchaser may deny payment for any of the following reasons:
 - i. Failure to meet service requirements; or
 - j. Failure to meet performance standards; or
 - k. Failure to meet performance reporting requirements; or
 - l. Inaccurate or incomplete invoices.
6. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

VII. Allowable Costs

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

VIII. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a "Sampling Method". Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full 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 of discovery.

If repayment with 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 necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractor agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

IX. Reports and Records Retention

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify

claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

X. Warranty

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

XI. Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

XII. 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 it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

XIII. Confidentiality

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

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

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

XV. Indemnification

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

XVI. Compliance

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other required taxes and 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 necessary qualifications 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.

XVII. 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 other liability on the Purchaser or the Belmont County Board of County Commissioners.

XVIII. Assignments

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

XIX. Subcontracts

In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of 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 for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

XX. 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. The Contract super cedes all pervious communications, representations, writings (including other contracts), written or oral, between the parties.

Any modification or amendment to this contract shall be completed in writing and executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXI. Termination and Breach of Contract

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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, or 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.

XXII. Waiver

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

XXIII. Governing Law and Forum

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

XXIV. Severability

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

XXV. Non-Discrimination

The 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, the Contractor will not discriminate against any employee, recipient, 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 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

XXVI. Child Support Enforcement

The Contractor agrees to cooperate with Purchaser, 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, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXVII. Public Assistance Work Program Customers

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

XXVIII. 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.

XXIX. Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

XXX. Copeland "Anti-Kickback" Act

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

XXXI. Davis-Bacon Act

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

XXXII. Contract Work Hours and Safety Standards Act

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

XXXIII. Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement", the Contractor must comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XXXIV. Clean Air Act

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

XXXV. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal

contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

XXVI. Energy Efficiency

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

XXVII. 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.

XXVIII. Procurement

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

Signatures:

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services

12/9/2024
Date

Michael Wallace /s/
Michael Wallace, President
Neff Volunteer Fire Department

12/10/2024
Date

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

12-18-24
Date

Jerry Echemann /s/
Jerry Echemann, Commissioner
Belmont County Board of Commissioners

12-18-24
Date

Josh Meyer /s/
Josh Meyer, Commissioner
Belmont County Board of Commissioners

12-18-24
Date

Approved as to Form:

Jacob Manning /s/
Jacob Manning, Assistant Prosecutor
Belmont County Prosecutor's Office

12/10/2024
Date

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

Whereas, this contract, entered into on the **18th** day of **December, 2024**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), and 59 Green Ltd, DBA Green Cab, (hereinafter "Contractor"), is for the purchase of transportation for eligible Medicaid patients through the Title XIX (Medicaid Non-Emergency Transportation [NET]) program.

I. Purpose

The purpose of this contract is to provide non-emergency medical transportation services to eligible Medicaid patients residing in Belmont County. The Contractor is expected to provide timely, safe, and efficient transportation to and from approved Medicaid approved appointments including, but not limited to: doctor's visits, trips to the pharmacy, medically necessary treatment programs, and other approved Medicaid services. The Purchaser has agreed to use Medicaid NET Federal and State allocations to reimburse the Contractor for transportation provided (CFDA 93.778 and Ohio General Revenue Fund [GRF]). This contract is contingent upon the availability of funding.

II. Parties

The parties to this agreement are as follows:

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

Contractor: 59 Green Ltd, DBA Green Cab
14 Cook Drive
Athens OH 45701
740-200-3500

III. Contract Period

This contract and its terms will become effective on January 1, 2025. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2025. This contract may be automatically renewed, upon satisfactory performance as determined by the Purchaser, for an additional two years not to exceed December 31, 2027. This is the first year of the three-year Request for Proposal for calendar years 2025 through 2027. This agreement and any subsequent agreements are subject to available funding.

IV. Definitions

Medicaid Non-Emergency Transportation (NET)

Pursuant to 42 CFR 431.53, the Ohio Department of Medicaid is required to ensure necessary transportation for Medicaid-eligible individuals to and from providers of covered healthcare services. These services are provided through curb-to-curb transportation to and from healthcare appointments or other Medicaid eligible services deemed necessary by a medical provider and covered by Medicaid reimbursement. The NET program is funded through federal and state of Ohio general revenue funds.

Allowable Costs

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

Performance

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

Proportional Payment

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

Services

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

Ohio Administrative Code (OAC)

The Ohio Administrative Code is a compilation of administrative rules adopted by state agencies.

Ohio Revised Code (ORC)

The Ohio Revised Code is the codified laws of the State of Ohio.

V. Scope of Work

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated. Both parties agree that NET shall be provided only for the purposes of Medicaid eligible services that are required by eligible Medicaid participant as defined in OAC 5101:3-24-03. Services are not limited to the participants community if that service is not available in the local community.

A. Contractor's Responsibilities

1. The Contractor agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including, but not limited to maintaining vehicle and liability insurance, remaining in good standing with the Worker's Compensation, and maintaining confidentiality.
2. The Contractor agrees that it meets the Contractor Participation requirements in accordance with Chapter 5101:2 of the Ohio Administrative Code and is providing a Medicaid covered service(s) which is a reimbursable expense in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
3. NET services shall be provided in the most cost-effective and efficient manner that addresses the participant's medical condition and timeliness concerns.
4. The Contractor must purchase, at its own cost and expense, all equipment, supplies, and materials necessary for the Provider to execute its duties identified in this contract.
5. The Contractor agrees to the following activities during the term of this contract:
 - a. Notify the patient within 24 hours when unable to accommodate the patient's request; and
 - b. Track statistics of each patient. Statistics are captured as part of the Contractor's billing roster; and
 - c. Maintain a manifest or driver's log for verification of trip details at the location of the Contractor and make available, upon request, for audit and/or billing verifications. Failure to provide verification will result in withholding of payment for services; and
 - d. The Contractor must adhere to the patient's certification period provided by the Purchaser; and
 - e. Maintain a valid worker's compensation policy with the Ohio Bureau of Worker's Compensation or a private provider and provide a certificate of coverage to the Purchaser; and
 - f. The Contractor must have full automobile insurance on all vehicles used in the performance of this contract and maintain coverage throughout the term of this contract; and
 - g. The Contractor must have liability insurance on all its employees during the term of this contract.
6. The Contractor agrees that the use/disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchase services is prohibited except upon express written consent of the recipient(s) or their guardian(s).
7. The Contractor is responsible for notifying the Purchaser in writing of any personnel changes that occur that directly affect the delivery of services purchased under this Contract. The information shall be sent to the attention of the Purchaser's Fiscal Administrator via email to John.Regis@jfs.ohio.gov.
8. The Contractor agrees to adhere to the scheduling policy and procedures instituted by the Purchaser and explained at the pre-bidder's conference.
9. **The Contractor understands and agrees to comply with providing to the Purchaser within thirty (30) days of the effective start date of this contract the following information:**
 - a. An employee roster of all personnel directly working on the services for which this contract is entered. This roster shall include all direct delivery personnel, administrative/supervisory personnel, and clerical/billing personnel; and
 - b. Ohio Bureau of Criminal Identification (BCI) and Federal Bureau of Investigation (FBI) criminal background checks; and
 - c. Driver abstracts/history reports from the driver's state of licensure; and
 - d. Contractor understands this information is required for all individuals providing direct delivery of services, supervisory/administrative personnel, clerical/billing personnel; and new employees as they are hired during the term of this contract; and
 - e. **This information is required to be provided to the Purchaser no later than January 30, 2025. Failure to provide information timely may result in suspension of the contract terms until all information is provided.**

B. Purchaser's Responsibilities

1. The Purchaser agrees to determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services set forth in the OAC. NET is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the OAC and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
2. The Purchaser agrees to provide NET eligible clients with Contractor information when trips are scheduled.
3. The Purchaser agrees to engage NET participants in the following activities during the term of this contract:
 - a. Schedule trips from the participant's home to medical appointments and any ancillary Medicaid approved services (i.e. pharmacy, return trips to pick up medical devices such as eyeglasses, etc.) and return trip to the participant's home; and
 - b. Assure prior to scheduling that the participant is eligible for NET services. Eligibility shall be confirmed through the Purchaser's designee and communicated with the Contractor. The Contractor acknowledges that the Purchaser will not reimburse for participants who are not verified as eligible each month.
4. For each eligible individual to whom NET service is provided, the Purchaser will select the type of assistance that is most cost-effective, is suitable to the recipient's needs and circumstances, and enables timely access. If one type of assistance is infeasible, the Purchaser shall select another type.

C. Service Requirements

The Contractor shall provide services listed under the above Contractor's responsibilities and under the scope of the submitted proposal in a timely and efficient manner necessary for the operation of the NET Transportation Services in Belmont County.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor's Responsibilities periodically to assure that all necessary services are being provided as outlined in this contract.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due within five (5) business days following the last working day of the month and shall include all required information for the entire prior month, from the first to the last day of that month. The information shall comply with the billing template available from the Purchaser at the Contractor's request. The Contractor may use their own billing template as long as the required information is provided.

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

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to both on and off site activities including file inspection. The Purchaser will provide Contractor with 72 hours prior notice 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, documents, papers, and records of the Contractor which are directly pertinent to this contract for purpose of audit or examination. 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 responsibilities shall be considered a breach of this contract, triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. Billing and Payment Procedures

1. The Purchaser agrees to pay the provider the following fee schedule:
 - a. \$5.25 per loaded mile in a traditional passenger vehicle (i.e. sedan or SUV, etc.).
 - b. \$20.00 per hour for wait time the that the driver needs to wait for to return the patient to the origination point. Wait time will be billed in the nearest quarter hour increment (15 minute mark, 30 minute mark, 45 minute mark and 60 minute mark). Wait time shall only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. Wait time will be typically charged for trips that require transportation out of the area (i.e. Columbus, Pittsburgh, Morgantown, etc.). Supporting documentation must be noted on the driver's manifest/log to support the wait time charge.
 - c. \$15.00 load fee that is permissible when a participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. This fee remains the same rate for all wheelchair van trips.
 - d. \$8.00 per loaded mile for all wheelchair van trips for non-ambulatory patients. Using a wheelchair van to transport as a transport vehicle for ambulatory patients due to the need for a vehicle shall be charged at the \$5.25 per mile rate.
 - e. The Purchaser will reimburse the Contractor for actual and verified costs of required BCI and FBI criminal background checks and driver abstracts/history reports.
 - f. The Purchaser will reimburse the Contractor for the actual and verified cost of required vehicle inspection fees used to provide Medicaid NET Transportation services to eligible Belmont County residents. This fee is capped at \$500.00 per contract period.
 - g. The Contractor agrees to evaluate fuel prices in years two and three (2026 and 2027) of this RFP and adjust fuel prices, as may be deemed necessary, due to any raises in average fuel costs. The decision to raise the per mile rates is made at the discretion of the Contractor.
2. The maximum amount billable under the terms of this contract period will not exceed **\$750,000.00**. The Contractor understands that the payment for all services provided in accordance with the provisions of this contract are dependent upon the availability of state and federal matching funds.
3. The Contractor agrees to submit an invoice to the Purchaser monthly within five (5) business days following the last working day of the month. Failure to submit this invoice timely may be considered a breach of this contract. The Purchaser will review all invoices for completeness and accuracy before making payment. The Purchaser reserves the right to request additional explanation and/or documentation on any charges before issuing payment. Complete and accurate invoices are payable within thirty (30) days of receipt of invoice or as soon as the Belmont County Auditor processes payment.
4. In the event, the Contractor receives an overpayment, the Contractor agrees to repay the Purchaser the amount to which the Contractor was not entitled. Payment may be made either through a direct repayment to the Purchaser or through a reconciliation on future billing subtracting the overpayment amount from the new billing amount owed. Repayment method must be agreed upon by both parties.
5. The Purchaser may deny payment for any of the following reasons:
 - m. Failure to meet service requirements; or
 - n. Failure to meet performance standards; or
 - o. Failure to meet performance reporting requirements; or
 - p. Inaccurate or incomplete invoices.
6. Duplicate Billing: The Contractor warranted that claims made to the Purchaser for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made to the Purchaser to other funding sources for the same service.

VII. Allowable Costs

The Purchaser will reimburse only for those costs authorized under applicable federal, state and local laws and policies and outlined in the terms of this contract.

VIII. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception by any federal, State of Ohio, or local audit authority directly related to the performance of this contract. Audits may be completed using a "Sampling Method". Potential areas to be reviewed using this method may include but are not limited to monthly billings, expenses, total units, billable units, required non-financial data including employee rosters, background checks, insurance verifications, etc. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Contractor agrees to repay the Purchaser the full 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 of discovery.

If repayment with 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 necessary for recovering for any funds erroneously paid under the terms of this contract, if evidence exists of less than complete compliance with the provisions of this contract. If payments are withheld pending repayment by the Contractor of erroneously paid funds, those checks withheld more than sixty (60) days will be canceled and not be reissued.

The Contractor shall submit such audits, monitoring, quality assurance, or other reports as requested in writing by the Purchaser during the contract period. The Contractor agrees to a special audit of expenditures if requested by the Purchaser based on evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payment to the Contractor or terminate this contract until all questions or irregularities are resolved to the satisfaction of the Purchaser.

IX. Reports and Records Retention

The Contractor shall maintain records, documents, reports, and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Purchaser or any of its duly appointed representatives or governing agencies shall have access to such records, documents, reports, and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Contractor. The Contractor agrees to maintain and provide the Contractor access to the following records:

Accounting and fiscal records adequate to enable the Purchaser and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement.

Other records and reports as required by the Department and/or ODJFS needed to enable the Purchaser to comply with local, state, and federal statutes and applicable regulations.

Seven (7) Year Retention: The Contractor shall maintain all records related to this agreement and the administration of the program for seven (7) years after the Purchaser makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the seven (7) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the seven (7) year period, whichever is later.

X. Warranty

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

XI. Insurance

The Contractor shall comply with the laws of the State of Ohio with respect to applicable vehicle, liability and all other legally required insurance coverage.

XII. 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 it is formal notice related to the terms of this contract. Informal communication may be conducted by traditional means such as telephone and/or e-mail.

XIII. Confidentiality

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

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

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

XV. Indemnification

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

The Contractor shall pay all damages, costs and expense of the Purchaser, its officers, agents and employees, and the Belmont County Board of Commissioners in connection with any omission or negligent action.

XVI. Compliance

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including OMB circulars, Ohio laws and regulations, including OAC rules, and policies and procedures established by the Purchaser for the operation of a Medicaid NET Transportation program in Belmont County.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other required taxes and 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 necessary qualifications 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.

XVII. 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 other liability on the Purchaser or the Belmont County Board of County Commissioners.

XVIII. Assignments

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

XIX. Subcontracts

In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder, including delivery of 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 for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions, and covenants contained in this contract.

XX. 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. The Contract super cedes all previous communications, representations, writings (including other contracts), written or oral, between the parties.

Any modification or amendment to this contract shall be completed in writing and executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXI. Termination and Breach of Contract

This contract may be terminated by either party upon notice in writing delivered upon the other party upon thirty (30) days prior to effective date of termination. Official/Formal notice must be given in compliance with Article XII. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with the provisions of Article VIII of this agreement.

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, or 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.

XXII. Waiver

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

XXIII. Governing Law and Forum

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

XXIV. Severability

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

XXV.Non-Discrimination

The 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, the Contractor will not discriminate against any employee, recipient, 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 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

If the Contractor is found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Contractor warrants that it is an Equal Employment Opportunity employer and follows all Equal Employment Opportunity statutes, rules, regulations, Executive Orders, and amendments.

XXVI.Child Support Enforcement

The Contractor agrees to cooperate with Purchaser, 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, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXVII.Public Assistance Work Program Customers

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

XXVIII.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.

XXIX.Debarment, Suspension, Lobbying, and Unresolved Findings for Recovery

The Contractor will upon notification by any federal, state, or local government agency, immediately notify the Purchaser of any debarment or suspension of the Contractor imposed or contemplated by the federal, state, or local government agency. The Contractor will immediately notify the Purchaser if it is currently under debarment or suspension by any federal, state, or local government agency.

The Contractor certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

The Contractor hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person (i.e., individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

XXX.Copeland "Anti-Kickback" Act

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

XXXI.Davis-Bacon Act

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

XXXII.Contract Work Hours and Safety Standards Act

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

XXXIII.Rights to Inventions Made Under a Contract or Agreement

If the federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement", the Contractor must comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XXXIV.Clean Air Act

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

XXXV.Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

XXVI. Energy Efficiency

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

XXVII. 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.

XXVIII. Procurement

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser. Any procurement to subcontract any or parts of this contract shall only be conducted with the prior approval and written consent of the Purchaser.

Signatures:

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>12/9/2024</u> Date
<u>John Rinaldi /s/</u> John Rinaldi, Owner 59 Green Ltd (DBA Green Cab)	<u>12/10/2024</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Commissioner Belmont County Board of Commissioners	<u>12-18-24</u> Date

Approved as to Form:

<u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor's Office	<u>12/10/2024</u> Date
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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ADDENDUM TO THE BELMONT COUNTY SHERIFF'S OFFICE 2024 AGREEMENT WITH JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Addendum to the Belmont County Sheriff's Office 2024 Agreement with Jefferson Belmont Regional Solid Waste Authority extending the termination date to January 31, 2025.

Note: The Sheriff's Department provides environmental policing services for JBRSWA.

ADDENDUM

**BELMONT COUNTY SHERIFF'S OFFICE
2024 AGREEMENT WITH
JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY**

This Addendum, executed on the date indicated below, modifies that certain Agreement between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority and the Sheriff of Belmont County, Ohio.

Whereas, in the Agreement, the parties agreed that the contract year would terminate on December 31, 2024, and

Whereas, the parties desire to extend the contract year into 2025, for the purpose of continuing services while there is a transition to a newly-elected Belmont County Sheriff, and

Whereas, the Sheriff has continued to provide services pursuant to the Agreement to JBRSWA through the present date.

Now Therefore, in consideration of the mutual promises below, the parties agree to amend the Agreement as follows:

1. The contract year shall be amended to terminate on January 31, 2025.

JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
 By: _____
 J. Scott Fabian, Chairman
 Date: _____
 By: _____
 Anita Petrella, Executive Director
 Date: _____

BELMONT COUNTY SHERIFF
 By: David M. Lucas
 David M. Lucas, Sheriff
 Date: 12/18/24

BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY
Jerry Echemann /s/
 Jerry Echemann, President
Josh Meyer /s/
 Josh Meyer, Vice President
J. P. Dutton /s/
 J. P. Dutton
12/18/24
 Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ADDENDUM TO THE BELMONT COUNTY SHERIFF'S OFFICE 2024 CONTRACT FOR HOUSING PRISONERS IN THE MONROE COUNTY JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Addendum to the Belmont County Sheriff's Office 2024 Contract for Housing Prisoners in the Monroe County Jail extending the termination date to January 31, 2025.

ADDENDUM

**BELMONT COUNTY SHERIFF'S OFFICE
2024 CONTRACT FOR HOUSING PRISONERS
IN THE MONROE COUNTY JAIL**

This Addendum, executed on the date indicated below, modifies that certain Contract for Housing Prisoners in the Monroe County Jail between the Sheriff of Monroe County, Ohio and the Sheriff of Belmont County, Ohio.

Whereas, in the Contract, the parties agreed that the term would terminate on December 31, 2024, and

Whereas, the parties desire to extend the term of the Agreement into 2025, for the purpose of continuing services while there is a transition to a newly-elected Belmont County Sheriff, and

Now Therefore, in consideration of the mutual promises below, the parties agree to amend the Agreement as follows:

1. The term shall be amended to terminate on January 31, 2025.

MONROE COUNTY SHERIFF

BELMONT COUNTY SHERIFF

By: Charles R. Black Jr. /s/
Charles R. Black, Jr., Sheriff
Date: 12-16-24
**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY**

Diane Burkhart /s/
M. Schumacher /s/
L. William Bolon /s/
12-16-24

Date
Upon roll call the vote was as follows:

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

By: David M. Lucas /s/
David M. Lucas, Sheriff
Date: 12-18-24
**BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY**

Jerry Echemann /s/
Josh Meyer /s/
J. P. Dutton /s/
12-18-24

Date

**IN THE MATTER OF APPROVING THE ADDENDUM TO THE
BELMONT COUNTY SHERIFF'S OFFICE 2024 AGREEMENT
WITH STEEL VALLEY PORTABLE X-RAY SERVICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Addendum to the Belmont County Sheriff's Office 2024 Service Agreement with Steel Valley Portable X-Ray Service extending the termination date to January 31, 2025.

**ADDENDUM
BELMONT COUNTY SHERIFF'S OFFICE
2024 SERVICE AGREEMENT
WITH STEEL VALLEY PORTABLE X-RAY SERVICE**

This Addendum, executed on the date indicated below, modifies that certain Service Agreement between Steel Valley Portable X-Ray Service and the Sheriff of Belmont County, Ohio.

Whereas, in the Agreement, the parties agreed that the contract year would terminate on December 31, 2024, and

Whereas, the parties desire to extend the term of the Agreement into 2025, for the purpose of continuing services while there is a transition to a newly-elected Belmont County Sheriff, and

Now Therefore, in consideration of the mutual promises below, the parties agree to amend the Agreement as follows:

1. The term shall be amended to terminate on January 31, 2025.

**STEEL VALLEY PORTABLE X-RAY
SERVICE**

By: Terry Rothermel. /s/
Terry Rothermel, President
Date: 12-16-24

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY**

BELMONT COUNTY SHERIFF

By: David M. Lucas /s/
David M. Lucas, Sheriff
Date: 12-18-24

**BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY**

Jerry Echemann /s/
Josh Meyer /s/
J. P. Dutton /s/
12-18-24

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A CONSULTING SERVICES
AGREEMENT WITH LNE GROUP, LLC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Consulting Services Agreement with LNE Group, LLC, in the amount of \$6,000.00 per month for consulting services to secure dedicated funding in the State of Ohio's FY 2026/2027 operating budget and FY 2026/2027 Capital Bill and the FY 2026 Congressionally Directed Spending through the Federal Government, effective March 20, 2025 to March 31, 2026.

Note: Either party may terminate the agreement with a 60 day written notice.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") dated as of January 1, 2025 by and between Belmont County, Ohio ("Client") and LNE Group, LLC, sets forth the terms and conditions pursuant to which LNE Group shall provide certain consulting services for the benefit of Client.

SCOPE OF SERVICES

The scope of services will be defined in attachments to this Agreement. All services provided by LNE Group hereunder will be at the direction and subject to the prior approval of Client. LNE Group shall perform the services in a professional and workmanlike manner in accordance with industry standards and by personnel with the appropriate skills and expertise to handle such services.

FEES AND PAYMENT TERMS

The fees and payments terms will be defined in attachments to this Agreement.

TERM AND TERMINATION

The term and termination provisions are contained in attachments to this Agreement.

WARRANTY AND LIABILITY LIMITATIONS

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY LNE GROUP. IN NO EVENT WILL LNE GROUP BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING, WITHOUT LIMITATION, TIME, MONEY, GOODWILL, LOST PROFITS AND CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER.

ASSIGNMENT

Neither Client nor LNE Group may assign, transfer, sell, or encumber this Agreement or its rights and obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld.

INDEPENDENT CONTRACTOR

LNE Group shall perform the services set forth in this Agreement as an independent contractor and shall not be deemed an employee of Client. Nothing in this Agreement is intended to establish a partnership, joint venture or agency relationship between the parties.

NOTICES

All notices pursuant to this Agreement shall be sent by regular U.S. mail, postage prepaid, or by email. Notices shall be sent to:
If to LNE Group: 1422 Euclid Avenue, Suite 1510, Cleveland, Ohio 44115 ATTN: Lee C. Weingart (LWeingart@LNEGroup.com)
If to Client: 101 West Main Street, St Clairsville, OH 43950 ATTN: Belmont County Board of Commissioners

ENTIRE AGREEMENT

This Agreement represents the entire agreement between LNE Group and Client with respect to the services, obligations and responsibilities to be performed by the parties hereunder. LNE Group and Client agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless executed by LNE Group and Client.

LNE Group

Belmont County, Ohio



By: _____
(Authorized Signature)
Lee C. Weingart, President

By: Jerry Echemann /s/ J. P. Dutton /s/ Josh Meyer /s/
(Authorized Signature)

December 11, 2024
Federal Tax ID: 80-0029109

December 18, 2024

**Attachment 1 to Consulting Services Agreement
By and Between
LNE Group and Belmont County, Ohio**

This attachment ("Attachment 1") is made a part of that certain consulting services agreement by and between LNE Group and Belmont County, Ohio ("Client"), dated January 1, 2025 (the "Agreement"). Unless otherwise stated in this Attachment 1, the terms and conditions of the Agreement shall apply and are unmodified.

Project Understanding

Client is currently engaged with LNE Group through March 31, 2025. Client is interested to extend its relationship with LNE Group to pursue project funding from two sources: (1) the State of Ohio through its FY 2026/2027 operating budget and FY 2026/2027 capital bill, and (2) the federal government through the FY 2026 Congressionally Directed Spending (CDS, formerly known as "earmarks") process. LNE Group will manage submission of applications for a project of Client's choosing to these two sources.

Term and Termination

The term of the Agreement is from April 1, 2025 to March 31, 2026. Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party. Notwithstanding the termination or expiration of the Agreement as provided herein, Client shall remain liable to pay all amounts owed to LNE Group for its work hereunder to the extent those amounts were owed prior to termination or expiration of the Agreement.

Scope of Services

LNE Group will:

State of Ohio

- Provide intelligence on requirements for funding
- Develop and submit application(s) for funding
- Advocate with state officials for funding
- Report regularly to Client

Federal Government

- Work with Client to submit an application for FY 2026 CDS funding
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the CDS request.
- Manage all advocacy efforts; schedule, attend, and follow up on all meetings with Members of Congress and their staff; and undertake any other activities to promote the Client's project.
- Report regularly to the Client

Other

- LNE Group will support other government relations support to Client as mutually agreed by the parties.

Client will:

- Provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of proposed improvements).
- Make its facilities and its leadership and senior staff available for tours and meetings with elected officials and their staff to support the funding requests.
- Support LNE Group in securing necessary documentation, including local support letters and any third-party endorsements, for the applications.

Compensation

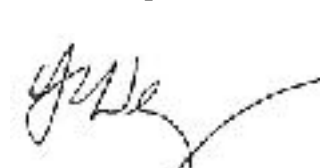
Client will compensate LNE Group as follows:

- Monthly retainer of \$6,000 (total payments \$72,000)

The foregoing professional fees cover LNE Group's professional time and expenses

LNE Group

Belmont County, Ohio



By: _____
(Authorized Signature)
Lee C. Weingart, President
December 11, 2024

By: Jery Echemann /s/ J. P. Dutton /s/ Josh Meyer /s/
(Authorized Signature)

December 18, 2024

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE AGREEMENT WITH
ID NETWORKS, INC/BELMONT COUNTY 911**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the agreement with ID Networks, Inc., for the CAD and Mobile CAD system at the Belmont County 911, based upon the recommendation of Belmont County 911 Director Bryan Minder:

- CAD Subtotal - \$196,500
- Mobile CAD Subtotal - \$327,800
- Hardware & Infrastructure Hardware Subtotal - \$197,482
- Maintenance Costs per year - \$135,904 for 24/7 support including software updates& 3rd party subscriptions

AGREEMENT WITH ID NETWORKS, INC.

This Agreement dated the Effective Date, is between Belmont County 9-1-1 (hereinafter identified as the Customer) with its principal place of business at 68331 Bannock Uniontown Rd, St Clairsville, OH 43950, and ID Networks Inc., 7720 Jefferson Road, Ashtabula, Ohio 44064 (hereinafter referred to as the Vendor). This Agreement is made between the parties in order for the Vendor to supply and install CAD and Mobile CAD at the Customer's location.

NOW WHEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF SERVICE.** The Vendor shall provide equipment and services as described herein. There may be some equipment supplied as needed, but ID Networks will be providing a Public Safety Software System, including services to include onsite training, installation, maintenance, and project management.
2. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and the following documents:
 - Attachment A – ID Networks Pricing Form, as estimated in the ID Networks Response to the Customer's Request for Proposal dated October 14, 2024.

The intention of this Contract Document is to include all labor, materials, software and other items as necessary for the proper execution and completion of the Work and the terms and conditions for the performance of the work.

3. **COMPENSATION.** The Customer will compensate the Vendor in the following amount:
 - A. Attachment A – CAD Subtotal - \$196,500 for all equipment, goods, and installation services rendered under this Agreement.
 - B. Attachment A – Mobile CAD Subtotal - \$327,800 for all equipment, goods, and installation services rendered under this Agreement.
 - C. Attachment A – Optional Interfines & Features Subtotal - \$0 for all equipment, goods, and installation services rendered under this Agreement.
 - D. Attachment A – Hardware & Infrastructure Subtotal - \$197,482 for all equipment, goods, and installation services rendered under this Agreement.
 - E. Attachment A – Maintenance Costs per year - \$135,904 for 24x7 support including software updates & 3rd party subscriptions. Maintenance Invoices may be issued independently after the one year Go-Live anniversary of each system.
4. **PROJECT IMPLEMENTATION & ACCEPTANCE, PAYMENTS.**
 - A. Vendor will submit invoices to the Customer, in accordance with the Implementation Task List Summary shown in the table below. Each task list is structured to support the delivery, installation, integration, training, support, and service necessary to successfully implement the system solutions being provided.

- B. Each of the payment schedules below and their tasks are supported by mutually agreed upon activities to support each task required. Payments provided by the Customer to the Vendor shall follow the guidelines indicated below as Payment Terms. Several invoices are expected to be issued by ID Networks to the Customer.

PAYMENT SCHEDULE - INITIAL PURCHASE (\$721,782)		
Item	Task Description	Task Price
1	Due at contract signing - 25%	\$180,445
2	Due upon hardware delivery - 25%	\$180,445
3	Due upon conversion sign-off - 25%	\$180,445
4	Balance due at go-live - 25%	\$180,447
Total for Initial Purchase Price:		\$721,782
* Annual maintenance would be \$135,904 starting year 2		

- C. ID Networks warrants that the software being provided within this agreement will successfully interface with the State of Ohio system and NCIC queries.
- D. Any 3rd party payments required for the project, but outside the bounds of this agreement, are the responsibility of the Customer. Any payments to ID Networks shall not be held up or modified due to Customer delays or 3rd party delays. Any implementation delays by the customer for any reason, including related delays by 3rd parties acting on behalf of the customer, shall extend the timeframe available to ID Networks for its performance.
- E. The estimated completion date of this agreement shall be 10-12 months from the effective date of the agreement.
- F. Task List Acceptance provided by the Customer to the Vendor shall follow the guidelines indicated within the proposal and shall supersede all acceptance definitions and conditions explained elsewhere. The Vendor will provide project updates to the Customer as requested monthly.
- G. Payment may be withheld on account if any defective work by Vendor, as determined by Customer, is not remedied.
- H. The making of final payment shall constitute a waiver of all claims by the Customer except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and still unsettled.

5. **PERSONNEL.** Vendor warrants and represents that all personnel employed to provide services hereunder are completely trained and fully qualified to provide such service, including sub-contractors assigned to all or part of a Task List.
- A. Points of Contact for the project and post go live support:
- Maria Wheelock – Administrative Issues – mwheelock@idnetworks.com
 - Doug Blenman, Jr. – Product Manager – dblman@idnetworks.com
 - Helen Wiedenfeld – Project Manager – hwiedenfeld@idnetworks.com
 - Technical Support Dept. – Technical Issues – Support@idnetworks.com
6. **COMPLIANCE WITH LAWS.**
- A. In providing all services pursuant to this contract, the Vendor shall abide by all ordinances, laws, and legal regulations pertaining to the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the Agreement, and shall entitle the Customer to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.
- B. Contractor shall comply with all federal, state, county and municipal laws and ordinances.
7. **GOVERNING LAW.** The law of the State of Ohio shall apply to any litigation between the parties in this Agreement and control the interpretation of this Agreement.
8. **ASSIGNMENT.** Vendor will not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Customer.
9. **MATTERS TO BE DISREGARDED.** The titles of several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
10. **RECORDS.** Vendor agrees to promptly notify the Customer in writing of the receipt of any written or verbal requests for inspection and copying of any documents relating in any manner whatsoever to the services provided by the Vendor as well as any actual or proposed response made to these requests. All such information is confidential and Vendor agrees not to disclose such information to any person or entity without the express written consent of the Customer. The restrictions herein shall not extend to discussions or disclosures to Vendor's employees or contractors, as may be required to perform the services covered by this Agreement, in which case Vendor shall insure that any such employees or contractors are aware of the confidentiality requirements under the Agreement and are properly trained to protect such confidentiality. Breach of this section shall be treated as a material breach of this Agreement.
11. **SERVICES NOT PROVIDED FOR.** No claim for services furnished by the Vendor, not specifically provided in this Agreement, will be allowed by the Customer, nor shall the Vendor do any work or

furnish any material not covered by the Agreement, unless this is approved in writing by the Customer. Such written approval shall be a modification of the Agreement, and shall reference this Agreement specifically in its content, including a designation of any payments and obligations.

12. **SUBCONTRACTS.** The Vendor shall provide all services hereunder by and through its own employees or contractors designated herein; Vendor may not provide any services hereunder by means of subcontracts with individuals not qualified by the Vendor. Vendor hereby designates the following subcontractors:
- Vendor may utilize public safety, law enforcement, or other specialized personnel for consulting, training and specialized support.
13. **SEVERABILITY.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate that portion of the Agreement forthwith upon the delivery of written notice of termination to the other party.
14. **WAIVER OF BREACH OR DEFAULT.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provisions of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Customer.
15. **DEFAULT AND REMEDY.** In the event of a default in any of the terms of this Agreement, the party not in default may pursue any of its right under the laws of the State of Ohio, as well as an addition to any of the rights provided herein.
16. **NOTICES.** All Notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first-class United States Mail (or equivalent) to the following:

Customer: Belmont County 9-1-1
 Attn: Bryan Minder
 68331 Bannock Uniontown Rd.
 St Clairsville, OH 43950

Vendor: ID Networks, Inc.
 Maria Wheelock, Contracts
 Administrator
 7720 Jefferson Road
 PO Box 2986
 Ashtabula, Ohio 44005

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. Business day shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Ohio by Ohio Law, as now or hereafter amended.

17. **SUBSTITUTIONS.** The Vendor shall not substitute equipment or goods without the express written permission of the Customer.

18. **WARRANTIES.** The Vendor guarantees the equipment and goods at the time of delivery to be subject to the Manufacturers Maintenance Agreement and assigns all Manufacturers Warranties to the Customer. Vendor warrants and represents that at time of delivery it has good title to the equipment free of all liens and encumbrances of whatsoever kind and description, and that there exists no lien or property interest in such equipment other than the Vendor's interest therein. The Vendor warrants its work and products as provided in the ID Networks Proposal and will perform all work in a professional, workmanlike manner.
19. **ATTORNEY FEES.** If the Vendor defaults in its performance under this agreement and it thereby becomes necessary for another party or other parties to the agreement to employ the services of an attorney to enforce or terminate the agreement, the party in default shall be responsible for payment of the other party or parties reasonable attorney fees and costs incurred in enforcing or terminating the agreement and the same may be included in any judgment entered by a court of competent jurisdiction in proceedings instituted to enforce or terminate the agreement.
20. **ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. Any modifications, alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
21. **INSURANCE.** The Vendor shall not commence work under this Agreement until it has obtained all insurance required hereunder and such insurance has been approved by the Customer. Certificates of such insurance shall be filed with the Customer prior to commencing work. Additionally, Vendor will provide the Customer with a letter from the insurance carrier that the Customer will be notified within ninety (90) days of the pending cancellation of any policy relating to this Agreement.

Each insurance company shall be subject to approval by the Customer, and the respective policies shall name the Customer as an additional named insured. Approval of the insurance by the Customer shall not relieve or decrease the liability of the Vendor hereunder. Such insurance is primary and will not be considered contributory to any insurance purchased by the Customer. Such insurance will not be canceled, reduced, or materially changed without providing the Customer ninety (90) days advance written notice, via certified mail.

Contractor will provide certificates of insurance, as requested, evidencing the following types and limits of insurance.

- a. **Comprehensive General Liability:** \$1,000,000 limit for bodily injury, personal injury, or death to each person; \$1,000,000 limit for property damage per occurrence; and \$1,000,000 for all other types of liability. The aggregate shall be a minimum of \$2,000,000.
- b. **Automobile Liability:** \$1,000,000 limit per accident for each person and \$1,000,000 for each occurrence.
- c. **Insurance Rating:** All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.

22. **EFFECTIVE DATE.** This agreement shall be signed last by Customer, which will be the Effective Date.

IN WITNESS, WHEREOF, the parties have hereunto set their hands as of the dates written below:

CUSTOMER
Belmont County 9-1-1 (OH)

By: Jerry Echemann
Title: BELMONT COUNTY COMMISSIONER
PRESIDENT Date: 12-18-24

By: [Signature] [Signature]
Title: COMMISSIONER VICE PRESIDENT
Date: 12-18-24

VENDOR
ID NETWORKS, INC.

By: [Signature]
Date: December 12, 2024
Douglas G. Blenman Sr., President

APPROVED AS FORMAL:

[Signature]
PROSECUTOR

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION DIRECTING A PORTION OF THE COUNTY'S CORONAVIRUS LOCAL FISCAL RECOVERY FUND PAYMENT TO RESPOND TO THE COVID-19 PUBLIC HEALTH EMERGENCY BY INCREASING PUBLIC ACCESS AND IMPROVING PUBLIC DELIVERY OF THE COUNTY AUDITOR'S SERVICES, WITH SUCH EXPENDITURES INCURRED ON OR AFTER MARCH 3, 2021, AND ENDING DECEMBER 31, 2024

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("ARPA"), appropriated Coronavirus Local Fiscal Recovery Fund ("Fund") payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA's Fund methodology, the County of Belmont, Ohio (the "County") was allocated approximately \$13,015,130.00 (the "Fund Payment") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury ("Treasury Department") is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond

to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, "Criteria"); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County's various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 ("Covered Period"); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds' Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, "Guidance"), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to respond to the COVID-19 public health emergency or its negative economic impacts; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio, intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022.

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

SECTION 1. That the Board of Commissioners hereby declares that it is responding to the COVID-19 public health emergency to use the County's Fund Payment to fund new software for the County Auditor, and as such duly authorizes entering into the Interagency Memorandum of Understanding in substantial form as attached hereto as **EXHIBIT A** and to take such other action as necessary or advisable in furtherance thereof. This Board's decision that such expenditures are appropriate by virtue of charging to the County's Fund Payment is based on the consideration that the County is responding to the COVID-19 public health emergency: increasing public access and improving public delivery of County Auditor programs and services, all in accordance with 31 CFR 35.6(b)(3)(ii)(E).

SECTION 2. That the use of the County's Fund Payment for the expenditures authorized by this resolution shall not exceed \$500,000.00 and shall be paid from the Fund Payment and from any other funds that are appropriated for this purpose as determined by the County Treasurer.

SECTION 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio's Sunshine Laws, including Section 121.22 of the Revised Code.

Commissioner Echemann moved and Commissioner Meyer seconded the foregoing resolution, and the roll being called on its adoption, the vote resulted as follows:

yes: Mr. Echemann ; Mr. Meyer ; Mr. Dutton

Nays: _____ ; _____ ; _____

Attest: Bonnie Zuzak /s/

Clerk

IN THE MATTER OF ENTERING INTO THE MEMORANDUM OF UNDERSTANDING WITH THE BELMONT COUNTY AUDITOR

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and enter the Memorandum of Understanding executed by the Board of Belmont County Commissioners and the Belmont County Auditor, effective December 18, 2024.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("**MOU**"), signed as of December 18, 2024 (the "**Effective Date**"), is executed by the BOARD OF BELMONT COUNTY COMMISSIONERS (the "**Board**"), and the BELMONT COUNTY AUDITOR ("**Auditor**," and collectively with the Board, the "**Parties**" and each a "**Party**").

WHEREAS, the Parties desire to memorialize the respective commitments and obligations of the Board and the Auditor with respect to the use of federal stimulus the Board has received from the U.S. Treasury Secretary to fund, at least in part, the performance of services and/or the purchase of goods pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("**ARPA**"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund (the "**Fund**"); and,

WHEREAS, under the ARPA's funding methodology, Belmont County, Ohio (the "**County**") received approximately \$13,015,130 (the "**ARPA Funds**") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that ARPA Funds may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Eligibility Criteria**"); and,

WHEREAS, the Board seeks to respond to the COVID-19 public health emergency under the Eligibility Criteria (the "**Services**"); and,

WHEREAS, in furtherance thereof, the Board seeks to accomplish such Services at a total budgeted cost of Five Hundred Thousand Dollars (**\$500,000**), as described in writing (the "**Proposal**"), attached hereto and incorporated herein as **EXHIBIT A**; and,

WHEREAS, the Board desires to fund the Services herein by directing an amount equal to Five Hundred Thousand Dollars (**\$500,000**) of the unencumbered balance of the ARPA Funds, to offset some or all the total budgeted cost of the Proposal; and,

WHEREAS, the Parties acknowledge the Auditor will complete his or her Services under this Agreement as an eligible for use by the County of its ARPA Funds, to wit: respond to the public health emergency, pursuant to 31 CFR 35.6(b)(3)(ii)(E) (the "**Eligible Use of Fund Payment**"); and,

WHEREAS, the obligations of the County herein have been approved by the Board pursuant to Resolution dated December 18 2024, pursuant to which the Board determined the Eligible Use of Fund Payment is an allowable expenditure of the County's federal stimulus allocation; and,

WHEREAS, the Auditor has the requisite personnel, facilities, and equipment available to provide the Services for the Board; and,

WHEREAS, the Board and the Auditor intend to enter into this MOU for purposes of constituting a transaction requiring payment and therefore duly obligating the ARPA Funds described herein by December 31, 2024, pursuant to guidance published by the U.S. Treasury in its Coronavirus State and Local Fiscal Recovery Funds, Final Rule: Frequently Asked Questions, as of March 29, 2024, Item 17.6.

NOW, THEREFORE, the Parties agree as follows:

1. **Board Commitment.** Within 30 days of the Effective Date, the Board will authorize the Treasurer of the County to make the requisite fund account transfer(s) from the ARPA funds to such fund account available to the Auditor for use in accordance with this MOU.
2. **Auditor Commitment.** The Auditor will expend ARPA Funds in accordance with this MOU, including for payment of costs incurred on the Project, as further described in Exhibit A.
3. **Reporting Requirements.** The Auditor agrees to provide the Board with any reports or updates the latter reasonably requests in writing in connection with the performance of this MOU.
4. **Notices.** All notices required or permitted by this MOU shall be given in writing and by certified mail addressed as set forth below unless a party gives the other party notice to address notices differently. Notices shall be addressed as follows:

To the Auditor: Belmont County Auditor
Attn: Cindi Henry
101 West Main Street

St. Clairsville, OH, 43950

To the Board: Board of Belmont County Commissioners
Attn: Bonnie Zuzak
101 West Main Street
St. Clairsville, OH, 43950

5. Governing Law. This MOU is to be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the Auditor, its agents and employees, and the County, its agents and employees, arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within Belmont County, Ohio.
6. MOU Counterparts. This MOU may be executed in several counterparts, each of which is to be regarded as an original and all of which shall constitute one and the same document.
7. Entire Agreement; Modification. This MOU embodies the entire understanding between the Parties, and there are no other understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
8. Amendment. Any modification of this MOU or additional obligation assumed by either Party in connection with this MOU is binding only if evidenced in a written instrument signed by each Party or an authorized representative of each Party.
9. Severability. Any provision(s) of this MOU later held to be unenforceable for any reason is deemed void, and all remaining provisions continue in full force and effect.
10. Default. In the event of either Party's default of any term, provision, covenant or condition of this MOU, the other Party's remedy hereunder is limited to specific performance of the obligations hereunder.
11. Waiver. Any failure by either Party to require strict compliance with any provision of this MOU will not be construed as a waiver of such provision in the future, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
12. Assignment. Neither Party is to assign this MOU, in whole or in part, without the other Party's express written consent to such assignment. Any unauthorized assignment of the Agreement by either Party is deemed null and void.
13. Term. This MOU is effective beginning on the Effective Date and continuing until December 31, 2026 (the "Term").

[Signature Page Follows]

IN WITNESS WHEREOF, the Board and the Auditor have executed this MOU on the Effective Date set forth above.

BELMONT COUNTY AUDITOR

By: Cindi L. Henry /s/
Title: County Auditor
Date: 12/18/ 2024

BOARD OF BELMONT COUNTY COMMISSIONERS

By: Jerry Echemann /s/
Title: President
By: J. P. Dutton /s/
Title: Member
By: Josh Meyer /s/
Title: Vice-President
Date: Dec. 18, 2024

Upon roll call the vote was as follows:

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

A RESOLUTION DIRECTING A PORTION OF THE COUNTY'S CORONAVIRUS LOCAL FISCAL RECOVERY FUND PAYMENT TO RESPOND TO THE COVID-19 PUBLIC HEALTH EMERGENCY BY INCREASING PUBLIC ACCESS AND IMPROVING PUBLIC DELIVERY OF THE COUNTY RECORDER'S SERVICES, WITH SUCH EXPENDITURES INCURRED ON OR AFTER MARCH 3, 2021, AND ENDING DECEMBER 31, 2024

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("ARPA"), appropriated Coronavirus Local Fiscal Recovery Fund ("Fund") payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA's Fund methodology, the County of Belmont, Ohio (the "County") was allocated approximately \$13,015,130.00 (the "Fund Payment") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury ("Treasury Department") is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, "Criteria"); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County's various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 ("Covered Period"); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds' Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, "Guidance"), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to respond to the COVID-19 public health emergency or its negative economic impacts; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio, intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022.

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

SECTION 1. That the Board of Commissioners hereby declares that it is responding to the COVID-19 public health emergency to use the County's Fund Payment to fund a deed digitization project for the County Recorder, and as such duly authorizes entering into the Interagency Memorandum of Understanding in substantial form as attached hereto as EXHIBIT A and to take such other action as necessary or advisable in furtherance thereof. This Board's decision that such expenditures are appropriate by virtue of charging to the County's Fund Payment is based on the consideration that the County is responding to the COVID-19 public health emergency: increasing public access and improving public delivery of County Recorder programs and services, all in accordance with 31 C.F.R. 35.6(b)(3)(ii)(E).

SECTION 2. That the use of the County's Fund Payment for the expenditures authorized by this resolution shall not exceed \$100,000.00 and shall be paid from the Fund Payment and from any other funds that are appropriated for this purpose as determined by the County Treasurer.

SECTION 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio's Sunshine Laws, including Section 121.22 of the Revised Code.

Commissioner Echemann moved and Commissioner Meyer seconded the foregoing resolution, and the roll being called on its adoption, the vote resulted as follows:

Ayes: Mr. Echemann; Mr. Meyer; Mr. Dutton

Nays: _____; _____; _____

Attest: Bonnie Zuzak /s/
Clerk

IN THE MATTER OF ENTERING INTO THE MEMORANDUM OF UNDERSTANDING WITH THE BELMONT COUNTY RECORDER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and enter the Memorandum of Understanding executed by the Board of Belmont County Commissioners and the Belmont County Recorder, effective December 18, 2024.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("**MOU**"), signed as of December 18, 2024 (the "**Effective Date**"), is executed by the BOARD OF BELMONT COUNTY COMMISSIONERS (the "**Board**"), and the BELMONT COUNTY RECORDER ("**Recorder**," and collectively with the Board, the "**Parties**" and each a "**Party**").

WHEREAS, the Parties desire to memorialize the respective commitments and obligations of the Board and the Recorder with respect to the use of federal stimulus the Board has received from the U.S. Treasury Secretary to fund, at least in part, the performance of services and/or the purchase of goods pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("**ARPA**"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund (the "**Fund**"); and,

WHEREAS, under the ARPA's funding methodology, Belmont County, Ohio (the "**County**") received approximately \$13,015,130 (the "**ARPA Funds**") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that ARPA Funds may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Eligibility Criteria**"); and,

WHEREAS, the Board seeks to respond to the COVID-19 public health emergency under the Eligibility Criteria (the "**Services**"); and,

WHEREAS, in furtherance thereof, the Board seeks to accomplish such Services at a total budgeted cost of Three Hundred Thousand Dollars (**\$100,000**), as described in writing (the "**Proposal**"), attached hereto and incorporated herein as **EXHIBIT A**; and,

WHEREAS, the Board desires to fund the Services herein by directing an amount equal to Three Hundred Thousand Dollars (**\$100,000**) of the unencumbered balance of the ARPA Funds, to offset some or all the total budgeted cost of the Proposal; and,

WHEREAS, the Parties acknowledge the Recorder will complete his or her Services under this Agreement as an eligible for use by the County of its ARPA Funds, to wit: respond to the public health emergency, pursuant to 31 CFR 35.6(b)(3)(ii)(E) (the "**Eligible Use of Fund Payment**"); and,

WHEREAS, the obligations of the County herein have been approved by the Board pursuant to Resolution dated December 18, 2024, pursuant to which the Board determined the Eligible Use of Fund Payment is an allowable expenditure of the County's federal stimulus allocation; and,

WHEREAS, the Recorder has the requisite personnel, facilities, and equipment available to provide the Services for the Board; and,

WHEREAS, the Board and the Recorder intend to enter into this MOU for purposes of constituting a transaction requiring payment and therefore duly obligating the ARPA Funds described herein by December 31, 2024, pursuant to guidance published by the U.S. Treasury in its Coronavirus State and Local Fiscal Recovery Funds, Final Rule: Frequently Asked Questions, as of March 29, 2024, Item 17.6.

NOW, THEREFORE, the Parties agree as follows:

1. **Board Commitment.** Within 30 days of the Effective Date, the Board will authorize the Treasurer of the County to make the requisite fund account transfer(s) from the ARPA funds to such fund account available to the Recorder for use in accordance with this MOU.
2. **Recorder Commitment.** The Recorder will expend ARPA Funds in accordance with this MOU, including for payment of costs incurred on the Project, as further described in Exhibit A.
3. **Reporting Requirements.** The Recorder agrees to provide the Board with any reports or updates the latter reasonably requests in writing in connection with the performance of this MOU.
4. **Notices.** All notices required or permitted by this MOU shall be given in writing and by certified mail addressed as set forth below unless a party gives the other party notice to address notices differently. Notices shall be addressed as follows:

To the Recorder: Belmont County Recorder

Attn: Jason Garczyk
101 West Main Street
St. Clairsville, OH, 43950

To the Board:

Board of Belmont County Commissioners
Attn: Bonnie Zuzak
101 West Main Street
St. Clairsville, OH, 43950

5. Governing Law. This MOU is to be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the Auditor, its agents and employees, and the County, its agents and employees, arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within Belmont County, Ohio.
6. MOU Counterparts. This MOU may be executed in several counterparts, each of which is to be regarded as an original and all of which shall constitute one and the same document.
7. Entire Agreement; Modification. This MOU embodies the entire understanding between the Parties, and there are no other understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
8. Amendment. Any modification of this MOU or additional obligation assumed by either Party in connection with this MOU is binding only if evidenced in a written instrument signed by each Party or an authorized representative of each Party.
9. Severability. Any provision(s) of this MOU later held to be unenforceable for any reason is deemed void, and all remaining provisions continue in full force and effect.
10. Default. In the event of either Party's default of any term, provision, covenant or condition of this MOU, the other Party's remedy hereunder is limited to specific performance of the obligations hereunder.
11. Waiver. Any failure by either Party to require strict compliance with any provision of this MOU will not be construed as a waiver of such provision in the future, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
12. Assignment. Neither Party is to assign this MOU, in whole or in part, without the other Party's express written consent to such assignment. Any unauthorized assignment of the Agreement by either Party is deemed null and void.
13. Term. This MOU is effective beginning on the Effective Date and continuing until December 31, 2026 (the "Term").

[Signature Page Follows]

IN WITNESS WHEREOF, the Board and the Recorder have executed this MOU on the Effective Date set forth above.

BELMONT COUNTY RECORDER

By: Jason Garczyk /s/

Title: Recorder

Date: December 18, 2024

BOARD OF BELMONT COUNTY COMMISSIONERS

By: Jerry Echemann /s/

Title: President

By: J. P. Dutton /s/

Title: Member

By: Josh Meyer /s/

Title: Vice-President

Date: Dec. 18, 2024

Upon roll call the vote was as follows:

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

A RESOLUTION DIRECTING A PORTION OF THE COUNTY'S CORONAVIRUS LOCAL FISCAL RECOVERY FUND PAYMENT TO RESPOND TO THE COVID-19 PUBLIC HEALTH EMERGENCY BY INCREASING PUBLIC ACCESS AND IMPROVING PUBLIC DELIVERY OF THE COUNTY CLERK OF COURTS' SERVICES, WITH SUCH EXPENDITURES INCURRED ON OR AFTER MARCH 3, 2021, AND ENDING DECEMBER 31, 2024

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("ARPA"), appropriated Coronavirus Local Fiscal Recovery Fund ("Fund") payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA's Fund methodology, the County of Belmont, Ohio (the "County") was allocated approximately \$13,015,130.00 (the "Fund Payment") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury ("Treasury Department") is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, "Criteria"); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County's various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 ("Covered Period"); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds' Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, "Guidance"), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to respond to the COVID-19 public health emergency or its negative economic impacts; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio, intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022.

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

SECTION 1. That the Board of Commissioners hereby declares that it is responding to the COVID-19 public health emergency to use the County's Fund Payment to fund a record scanning project for the County Clerk of Courts, and as such duly authorizes entering into the Interagency Memorandum of Understanding in substantial form as attached hereto as EXHIBIT A and to take such other action as necessary or advisable in furtherance thereof. This Board's decision that such expenditures are appropriate by virtue of charging to the County's Fund Payment is based on the consideration that the County is responding to the COVID-19 public health emergency: increasing public access and improving public delivery of County Clerk of Courts programs and services, all in accordance with 31 C.F.R. 35.6(b)(3)(ii)(E).

SECTION 2. That the use of the County's Fund Payment for the expenditures authorized by this resolution shall not exceed \$50,000.00 and shall be paid from the Fund Payment and from any other funds that are appropriated for this purpose as determined by the County Treasurer.

SECTION 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio's Sunshine Laws, including Section 121.22 of the Revised Code.

Commissioner Echemann moved and Commissioner Meyer seconded the foregoing resolution, and the roll being called on its adoption, the vote resulted as follows:

Ayes: Mr. Echemann ; Mr. Meyer ; Mr. Dutton
Nays: _____ ; _____ ; _____
Attest: Bonnie Zuzak /s/
Clerk

IN THE MATTER OF ENTERING INTO THE MEMORANDUM OF UNDERSTANDING WITH THE BELMONT COUNTY CLERK OF COURTS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and enter the Memorandum of Understanding executed by the Board of Belmont County Commissioners and the Belmont County Clerk of Courts, effective December 18, 2024.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("**MOU**"), signed as of December 18, 2024 (the "**Effective Date**"), is executed by the BOARD OF BELMONT COUNTY COMMISSIONERS (the "**Board**"), and the BELMONT COUNTY CLERK OF COURTS ("**Clerk of Courts**," and collectively with the Board, the "**Parties**" and each a "**Party**").

WHEREAS, the Parties desire to memorialize the respective commitments and obligations of the Board and the Clerk of Courts with respect to the use of federal stimulus the Board has received from the U.S. Treasury Secretary to fund, at least in part, the performance of services and/or the purchase of goods pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 ("**ARPA**"), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund (the "**Fund**"); and,

WHEREAS, under the ARPA's funding methodology, Belmont County, Ohio (the "**County**") received approximately \$13,015,130 (the "**ARPA Funds**") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that ARPA Funds may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Eligibility Criteria**"); and,

WHEREAS, the Board seeks to respond to the COVID-19 public health emergency under the Eligibility Criteria (the "**Services**"); and,

WHEREAS, in furtherance thereof, the Board seeks to accomplish such Services at a total budgeted cost of Fifty Thousand Dollars (**\$50,000**), as described in writing (the "**Proposal**"), attached hereto and incorporated herein as **EXHIBIT A**; and,

WHEREAS, the Board desires to fund the Services herein by directing an amount equal to Fifty Thousand Dollars (**\$50,000**) of the unencumbered balance of the ARPA Funds, to offset some or all the total budgeted cost of the Proposal; and,

WHEREAS, the Parties acknowledge the Clerk of Courts will complete his or her Services under this Agreement as an eligible use by the County of its ARPA Funds, to wit: respond to the public health emergency, pursuant to 31 CFR 35.6(b)(3)(ii)(E) (the "**Eligible Use of Fund Payment**"); and,

WHEREAS, the obligations of the County herein have been approved by the Board pursuant to Resolution dated December 18, 2024, pursuant to which the Board determined the Eligible Use of Fund Payment is an allowable expenditure of the County's federal stimulus allocation; and,

WHEREAS, the Clerk of Courts has the requisite personnel, facilities, and equipment available to provide the Services for the Board; and,

WHEREAS, the Board and the Clerk of Courts intend to enter into this MOU for purposes of constituting a transaction requiring payment and therefore duly obligating the ARPA Funds described herein by December 31, 2024, pursuant to guidance published by the U.S. Treasury in its Coronavirus State and Local Fiscal Recovery Funds, Final Rule: Frequently Asked Questions, as of March 29, 2024, Item 17.6.

NOW, THEREFORE, the Parties agree as follows:

1. **Board Commitment.** Within 30 days of the Effective Date, the Board will authorize the Treasurer of the County to make the requisite fund account transfer(s) from the ARPA funds to such fund account available to the Clerk of Courts for use in accordance with this MOU.
2. **Clerk of Courts Commitment.** The Clerk of Courts will expend ARPA Funds in accordance with this MOU, including for payment of costs incurred on the Project, as further described in Exhibit A.
3. **Reporting Requirements.** The Clerk of Courts agrees to provide the Board with any reports or updates the latter reasonably requests in writing in connection with the performance of this MOU.
4. **Notices.** All notices required or permitted by this MOU shall be given in writing and by certified mail addressed as set forth below unless a party gives the other party notice to address notices differently. Notices shall be addressed as follows:

To the Clerk of Courts: Belmont County Clerk of Courts

To the Board: Attn: Laura Zupko
Board of Belmont County Commissioners
Attn: Bonnie Zuzak

5. Governing Law. This MOU is to be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the Clerk of Courts, its agents and employees, and the County, its agents and employees, arising out of or relating to this MOU or its breach will be decided in a court of competent jurisdiction within Belmont County, Ohio.
6. MOU Counterparts. This MOU may be executed in several counterparts, each of which is to be regarded as an original and all of which shall constitute one and the same document.
7. Entire Agreement; Modification. This MOU embodies the entire understanding between the Parties, and there are no other understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
8. Amendment. Any modification of this MOU or additional obligation assumed by either Party in connection with this MOU is binding only if evidenced in a written instrument signed by each Party or an authorized representative of each Party.
9. Severability. Any provision(s) of this MOU later held to be unenforceable for any reason is deemed void, and all remaining provisions continue in full force and effect.
10. Default. In the event of either Party's default of any term, provision, covenant or condition of this MOU, the other Party's remedy hereunder is limited to specific performance of the obligations hereunder.
11. Waiver. Any failure by either Party to require strict compliance with any provision of this MOU will not be construed as a waiver of such provision in the future, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
12. Assignment. Neither Party is to assign this MOU, in whole or in part, without the other Party's express written consent to such assignment. Any unauthorized assignment of the Agreement by either Party is deemed null and void.
13. Term. This MOU is effective beginning on the Effective Date and continuing until December 31, 2026 (the "Term").

IN WITNESS WHEREOF, the Board and the Clerk of Courts have executed this MOU on the Effective Date set forth above.

BELMONT COUNTY CLERK OF COURTS

By: Laura Zupko /s/

Title: Clerk of Courts

Date: 12/18/2024

BOARD OF BELMONT COUNTY COMMISSIONERS

By: Jerry Echemann /s/

Title: President

By: J. P. Dutton /s/

Title: Member

By: Josh Meyer /s/

Title: Vice-President

Date: Dec. 18, 2024

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR 27.13/30.25 PID NO. 121110

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for pavement rehabilitation project, BEL CR 5 (Crescent & Emerson) 27.13/30.25 PID NO. 121110, based upon the recommendation of Terry Lively, County Engineer; Project Estimate is \$616,326.00.

Note: Eligible cost up to \$500,000.00 will be 100% funded by ODOT.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Numerous Belmont County officials and employees attended the meeting in honor of Commissioner Meyer. Mr. Echemann said, "Josh is a good guy to work with. He's taught me a lot about being a commissioner and always adds humor to the meetings. I think Josh, for me, shines mostly when we're having our own deliberations amongst ourselves and deciding what we ought to do. The judgment that he shows during those times is excellent. He really has sound judgment on so many different things and brings up points that maybe I didn't think of and is very persuasive." Mr. Dutton said, "Josh and I entered the board at the same time and it's honestly kind of hard to sum that up, but what I can say is Josh Meyer is a very good commissioner. He's actually an excellent commissioner. The way he approaches the job hasn't really changed in the eight years, and not that we haven't grown or learned from our roles on the board, but what drives him today is what drove him when he first came here and that was to try and make the best decision possible when faced with decisions whether small or big." Both Mr. Echemann and Mr. Dutton said they will miss Josh and are thankful for the time they worked together. Several others including Jim Morrison, Spencer Echemann, Barb Ballint, Dave Jones, Sheriff Dave Lucas, Frank Papini, Johnny Waugh, Lisa Ward, Dwayne Pielech, Larry Merry, Lisa Kazmirski, Jeff Felton, Tim Hall, Barnesville Mayor Jake Hershberger, spoke in praise of Josh. Aivreigh Holmes, Josh's daughter, said, "I just wanted to stand up and say how proud I am of him personally. Him being in this position taught me a lot about professionalism, integrity and standing up for what I believe in. I know that is something that he does every day, and I am proud to call myself his daughter." Josh said, "I am blessed to know each and every one of you, and I can say that today won't be the last day that I talk to any one of you because it goes beyond this job. I was blessed to serve in a position for eight years that as a kid, as crazy as that sounds, I wanted to do

and I was able to do it. I am thankful and blessed to have two great colleagues these last six years, and J. P. for eight years. I just think we did it right.”

RECESS

11:00 Bid Opening- Records Building and Health Department Building Project

IN THE MATTER OF BID OPENING FOR THE RECORDS BUILDING AND HEALTH DEPARTMENT BUILDING PROJECT

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Records Building and Health Department Building Project they proceeded to open the following bids:



Semnor County Commission Records & Health Department Building
Mills Group Project #22281
Bid Tabulation
Bid Opening: December 16, 2024 at 11:00 AM

	Estimated Cost of Construction	BIDDERS					
		Border Patrol LLC	Colonial Construction, Inc.	Geo-Cos Constructors, Inc.	Place Services, Inc.	Rycos Constructors, Inc.	Monette Group LLC
BASE BID	\$15,700,000.00	\$13,020,900.00	\$11,264,000.00	\$9,420,000.00	\$11,927,400.00	\$11,875,000.00	\$11,584,000.00
Unit Alternative No. 1 Additional bid set system	\$10,000.00	\$11,871.00	\$13,000.00	\$48,072.00	\$80,000.00	\$70,000.00	\$80,000.00
BASE BID WITH ALTERNATES	\$13,715,000.00	\$13,091,171.00	\$11,925,000.00	\$10,496,072.00	\$12,912,400.00	\$11,945,000.00	\$11,664,000.00
Unit Price No. 1 Additional demolition of curb (as part of street) (per 1 in.)		\$21.08	\$18.00	\$11.40	\$18.78	\$11.80	\$8.80
Unit Price No. 2 Additional demolition of existing pavement and asphalt (per 1 cu yd)		\$10.88	\$8.00	\$7.70	\$8.80	\$7.20	\$4.50
Unit Price No. 3 Additional grading of total (per 1 cu yd)		\$11.30	\$10.00	\$9.90	\$10.00	\$9.20	\$6.70
Unit Price No. 4 Additional excavation of asphalt (per 1 cu yd)		\$10.40	\$8.00	\$8.50	\$8.40	\$8.00	\$10.40
Unit Price No. 5 Additional excavation of soil (per 1 cu yd)		\$64.80	\$92.00	\$95.70	\$97.50	\$98.00	\$12.30
Unit Price No. 6 Additional granular material, type II (or wash sand) and embankment construction (per 1 cu yd)		\$100.04	\$114.00	\$118.40	\$120.00	\$110.00	\$100.00
Unit Price No. 7 Additional embankment, using natural soil, fill (or soil) and embankment construction (per 1 cu yd)		\$13.44	\$17.00	\$17.40	\$18.00	\$14.50	\$14.30
Unit Price No. 8 Additional granular embankment, using crushed rock/stone, for each level and embankment construction (per 1 cu yd)		\$40.00	\$17.00	\$17.40	\$18.00	\$14.50	\$12.80
Unit Price No. 9 Additional subgrade compaction (per 1 sq yd)		\$4.48	\$3.50	\$2.50	\$3.58	\$2.10	\$2.00
Unit Price No. 10 Additional granular embankment, compacted subgrade with a fully compacted subgrade using manure (per 1 cu yd)		\$204.00	\$181.00	\$170.30	\$174.00	\$160.00	\$2.80
Unit Price No. 11 Additional excavation of subgrade material (per 1 cu yd)		\$24.44	\$18.00	\$19.70	\$19.00	\$17.50	\$17.30
Unit Price No. 12 Additional placement of granular material type III (or base) of subgrade material (per 1 cu yd)		\$103.04	\$78.00	\$80.50	\$84.00	\$77.00	\$178.00
Unit Price No. 13 Additional chemical treatment of subgrade of lime stabilized embankment (per 1 cu yd)		\$448.00	\$700.00	\$740.00	\$780.00	\$73.00	\$143.00
Unit Price No. 14 Additional pricing and compacting aggregate base, 4" per inch, rubberized aggregate (per 1 cu yd)		\$154.08	\$14.00	\$14.40	\$17.00	\$14.40	\$19.40
Unit Price No. 15 Additional pricing and compacting aggregate base, 4" per inch, rubberized aggregate (per 1 cu yd)		\$172.48	\$241.00	\$20.95	\$110.00	\$105.00	\$21.80



Semnor County Commission Records & Health Department Building
Mills Group Project #22281
Bid Tabulation
Bid Opening: December 16, 2024 at 11:00 AM

	Estimated Cost of Construction	BIDDERS					
		Border Patrol LLC	Colonial Construction, Inc.	Geo-Cos Constructors, Inc.	Place Services, Inc.	Rycos Constructors, Inc.	Monette Group LLC
Unit Price No. 16 Additional roadway 7" non-reinforced concrete pavement, 400 cc, 19' ultimate (per 1 sq yd)		\$381.56	\$40.00	\$93.85	\$100.00	\$93.00	\$18.80
Unit Price No. 17 Additional roadway sub base (per 1 sq ft)		\$10.44	\$10.00	\$17.56	\$14.00	\$3.00	\$4.80
Unit Price No. 18 Additional roadway sub base, 4" (per 1 sq ft)		\$26.02	\$151.00	\$50.99	\$140.00	\$3.00	\$28.80
Unit Price No. 19 Additional 8" concrete curb (per 1 cu ft)		\$18.04	\$4.50	\$6.00	\$6.00	\$11.00	\$14.80
Unit Price No. 20 Additional roadway curb, 4" (per 1 cu ft)		\$72.80	\$25.00	\$46.37	\$133.21	\$41.00	\$40.80
Unit Price No. 21 Additional excelsior of roadcut, 104 # (per 1 cu ft)		\$48.80	\$30.00	\$122.40	\$84.00	\$40.50	\$48.80
Unit Price No. 22 Additional Class 501 Concrete w/ 60/60 with bottom reinforcement for emergency generator pad (per 1 cu yd)		\$1,108.00	\$453.00	\$1,314.71	\$1,340.00	\$805.00	\$444.00
Unit Price No. 23 Additional fiber optic line removal (per 1 cu ft)		\$95.30	\$7.50	\$7.70	\$26.00	\$7.20	\$18.80
Unit Price No. 24 Additional haulage gas (per 1 cu ft)		\$224.00	\$1.00	\$294.21	\$240.00	\$100.00	\$40.80
Unit Price No. 25 Additional haulage gas (per 1 cu ft)		\$22.40	\$1.00	\$11.50	\$7.00	\$11.50	\$18.80
Unit Price No. 26 Additional drainage and concrete management (CM) curb, 10" x 10" x 10" (per 1 cu ft)		\$104.40	\$114.00	\$128.30	\$122.00	\$118.00	\$108.00
Unit Price No. 27 Additional drainage and concrete management (CM) drainage pipe, perforated (including foundation) (per 1 cu ft)		\$88.40	\$98.00	\$50.81	\$51.50	\$38.00	\$25.80
Unit Price No. 28 Additional drainage and concrete management (CM) drainage pipe, perforated (including foundation) (per 1 cu ft)		\$100.80	\$14.00	\$20.45	\$24.00	\$21.00	\$15.80
Unit Price No. 29 Additional drainage and concrete management (CM) drainage pipe (per 1 cu ft)		\$88.40	\$71.00	\$40.40	\$50.00	\$41.00	\$40.80

Present for the bid opening: Vic Greco, Ryan Baker and Chris Clark, Mills Group.

Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Records Building and Health Department Building Project to Mills Group, Project Architect, for review and recommendation.

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 12:33 P.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 of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.

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 2:53 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 2:53 p.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF LISA VANNOY, ASSISTANT CLERK FOR THE BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Lisa Vannoy, Assistant Clerk for the Belmont County Commissioners, effective December 31, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF KATHY SAFFEL, FULL-TIME SCHEDULER DISPATCHER/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Dutton to accept the resignation of Kathy Saffel, full-time Scheduler Dispatcher at Senior Services of Belmont County, effective December 13, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAIGE RISDON, PART-TIME KENNEL STAFF TO SERVE A TWO DAY PAID WORKING SUSPENSION

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Paige Risdon, part-time Kennel Staff at the Belmont County Animal Shelter, to serve a two day paid working suspension, effective December 19-20, 2024.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING KALIA HUNDLEY, PART-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the hire of Kalia Hundley, part-time Kennel Staff at the Belmont County Animal Shelter, effective December 23, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RETIREMENT OF JOSEPH STRAUSS, FULL-TIME MAINTENANCE/HOUSEKEEPING AT BUILDING AND GROUNDS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the retirement of Joseph Strauss, full-time Maintenance/Housekeeping at Building and Grounds, effective January 1, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REVISION TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL SECTION 6.4 SICK LEAVE CONVERSION

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve a revision to the Belmont County Personnel Policy Manual Section 6.4 Sick Leave Conversion, effective January 1, 2025.

Sick Leave Conversion 6.4

- A. A County employee, with ten (10) years of service who separates in accordance with the provisions of OPERS, any retirement plan offered by the state, or after a successful resignation shall be paid the value of their earned leave credit. The maximum of such payment, however, shall be for thirty (30) days of sick leave.
- B. Such payment shall be based on the employee's hourly rate of pay at the time of separation.
- C. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- D. Eligible County employees separating from active service shall request such payment in writing, to initiate the payment process.
- E. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 O.R.C., or paid to the employee's estate.

Original Adoption Date 3/5/2008

Revision Date: 12/18/24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REVISION TO THE
BELMONT COUNTY PERSONNEL POLICY MANUAL
SECTION 6.2 VACATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a revision to the Belmont County Personnel Policy Manual Section 6.2 Vacations, effective January 1, 2025.

Vacations 6.2

- A.
1. **Forty (40) hour full-time County employees** are eligible for paid vacation leave according to the following eligibility guidelines:
 - After 6 months of service.....accrued vacation
 - After 1 year of service80 hours vacation (3.1 hours per pay period)
 - After 2 years of service.....120 hours vacation (4.6 hours per pay period)
 - After 5 years of service.....160 hours vacation (6.2 hours per pay period)
 - After 10 years of service.....200 hours vacation (7.7 hours per pay period)
 2. **Thirty-five (35) hour full-time County employees** are eligible for paid vacation leave according to the following eligibility guidelines:
 - After 6 months of service.....accrued vacation
 - After 1 year of service70 hours vacation (2.7 hours per pay period)
 - After 2 years of service.....105 hours vacation (4.0 hours per pay period)
 - After 5 years of service.....140 hours vacation (5.4 hours per pay period)
 - After 10 years of service.....175 hours vacation (6.7 hours per pay period)
 3.Vacation leave is earned based on hours worked. Vacation leave is earned while on paid leave, but additional vacation leave is not accrued through the working of overtime.
 4. Vacation leave shall be taken upon approval of the appointing authority. Vacation leave shall only be accumulated while an employee is in active pay status. Full-time employees who are in active pay status for less than their number of regularly scheduled hours in any pay period will have their vacation accrual prorated for the pay period. Vacation will not accrue while an employee is on a period of unpaid leave.
- B. No employee will be entitled to vacation leave under any circumstances until they have completed their probationary period.
- C. Vacations are scheduled in accordance with workload requirements of the Employer. For this reason, it is important that vacation requests be made as far in advance as possible. The Employer reserves the right to approve or deny vacation requests.

Vacation Preference and Procedure for Application

1. All vacation dates are subject to the approval of the Appointing Authority or their designee.
2. It is recognized that certain types of vacation can be planned as much as eight (8) months in advance and others not until possibly one (1) month in advance. All employees are urged to request vacation as much in advance of the desired period as possible. Certain functions require one (1) or more persons on the job for proper operation and employees are expected to bear this in mind in correlating vacations.
3. The County may revoke vacation leave that has been approved if required for operational purposes.

- D. Vacation leave is to be taken with the twelve (12) months following the employee's anniversary date. The employee may carry vacation over from year to year; however, vacation leave shall not be carried over for more than three (3) years.
- E. An employee is entitled to compensation, at their current rate of pay, for any unused vacation, at the time of their separation. The employee shall be compensated for any accrued vacation leave accrued to their credit, with the permission of the Employer for up to three (3) years immediately preceding the last anniversary date of employment.
- F. On and after October 25, 1995, employees will receive credit for prior service with the state or any political subdivision of the state for the purpose of vacation accumulation, per ORC 9.44. It is the employee's responsibility to provide necessary documentation of prior service. Notwithstanding the above, if any person removed for conviction of a felony "within the meaning of RC 124.34" is subsequently re-employed by the County, such person is only qualified to accrue vacation as if they were a new employee receiving no prior service credit.
- G. The pyramiding of pay is prohibited.

Original Adoption Date 3/5/2008

Revision Date: 12/18/24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REVISION TO THE
BELMONT COUNTY PERSONNEL POLICY MANUAL
SECTION 4.1 PROBATIONARY PERIOD**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve a revision to the Belmont County Personnel Policy Manual Section 4.1 Probationary Period, effective January 1, 2025.

Probationary Period 4.1

- A. Each employee newly hired, transferred or promoted into a classified position shall serve a probationary period. Probationary periods shall be set at one hundred twenty (120) days, unless extended by the appointing authority, but in no case shall such period exceed one (1) year.
- B. Probationary periods for bargaining unit employees are governed by the collective bargaining agreement.
- C. Supervisors shall use the probationary period to closely observe and evaluate the employee's performance and aptitude for the job. Likewise, the employee is encouraged to bring problems to the supervisor to enhance their performance. Supervisors have a responsibility to only recommend retention of those employees who meet acceptable work standards during the probationary period.
- D. An employee may be separated at any time during the probationary period for unsatisfactory service. Employees serving promotional or transfer probationary periods may be reduced to the classification and salary held prior to the promotion upon failure of the promotional or transfer probationary period. An employee who is removed during the probationary period does not have the right to appeal to the State Personnel Board of Review.
- E. The action of reduction for failure to complete a promotional or transfer probationary period shall not be considered a disciplinary action and shall not serve to eliminate the employee for consideration for advancement to other positions.
- F. The probationary period for full-time employees and part-time employees who work a portion of each normal working day shall be based on calendar days from the date of original appointment. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.
- G. Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of days per week shall have their probationary period determined based on time worked as described below:
1. 1000 hours are equivalent to a 180-day probationary period

2. 2000 hours are equivalent to a 365-day probationary period
Original Adoption Date 3/5/2008 Revision Date: 12/18/24
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDING COMPENSATION PLAN
STRUCTURE AND ADMINISTRATION TO PERSONNEL POLICY MANUAL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to add Compensation Plan Structure and Administration to the Belmont County Personnel Policy Manual, effective January 1, 2025.

**BELMONT COUNTY
COMPENSATION PLAN STRUCTURE AND ADMINISTRATION**

INTRODUCTION

The Belmont County Board of Commissioners (hereinafter referred to as “the County”) in an effort to provide fair and equitable compensation for employees, hereby adopts the following compensation plan and administration procedures. The plan is intended to cover non-bargaining unit employees.

DEFINITIONS

Base Pay: the initial rate of compensation an employee receives, excluding additional payments such as overtime, bonuses, and benefits.

Lump Sum: is a single payment given at a particular time, in lieu of recurring payments distributed over a period of time.

PLAN STRUCTURE

A pay schedule has been developed to include sixteen (16) pay grades. Positions were assigned to their pay grade using internal and external equity analysis. Within each pay grade, (6) pay steps have been incorporated as a method to advance employees through their assigned pay grade.

HIRING

New employees shall normally be hired at the minimum rate for their position. At the discretion of the Commissioners, new employees who possess outstanding qualifications and experience may be hired at a starting rate of pay higher than the minimum, but careful consideration and Board of Commissioners approval should be given for any rate of pay that is offered over step 2.

PAY ADJUSTMENTS

The amount of base pay increases will be proposed annually to the Board of Commissioners in consultation with the Human Resources Administrator. Employees who are at rates of pay that are at or exceed the maximum rate for their pay grade shall receive no base increase until their rates of pay no longer exceed the maximum rate (i.e., until such time as the County increases the maximum rate of pay for their respective pay grade above the employee’s current rate of pay). (The exception to this rule is any employee who is making more than the maximum rate at the time the new salary schedule is implemented.)

Step Increases

All employees will have an annual step date that either reflects their date of employment or their date of promotion. Annually on that date, each employee shall receive a step increase. New employees or promoted employees must serve a probation. Upon successful completion of probation, the new or promoted employee shall receive a step increase. The Board of Commissioners reserve the right to freeze wages in the event of a budget deficit.

Cost of Living Increases / Scale Shift

The amount and frequency of cost of living increases to the pay schedule will be determined by the Board of Commissioners. Normally, this will occur every few years. A cost of living increase results in an entire shift of the wage schedule.

Lump Sum Payment

The Board of Commissioners may decide to award lump sum payments that are not intended to increase an employee’s base pay that are in addition to a base increase or in place of a base increase. Lump sum payments shall be the equivalent percentage of the base pay increase of the individual’s annual wages, payable in a separate check.

Red-lined Employees

Employees who are at rates of pay that exceed the maximum for their pay grade are considered Red-lined Employees and shall receive no base increase; until their rate of pay no longer exceeds the maximum rate (i.e., until such time the County increases the maximum in their pay grade). However, an employee who is at a rate of pay that exceeds the maximum rate for his/her pay grade shall receive the increase awarded as a lump sum amount that will not increase his/her base rate of pay.

MOVEMENT BETWEEN PAY GRADES

Promotions

A promotion is the act of placing an employee in a position that requires greater skills, knowledge, and abilities to perform more complex and responsible work than the employee was required to perform in their previous position. When an employee is promoted, they will be advanced. An employee who receives a promotion will be placed in the appropriate pay range for the new position and a step in that range that most closely reflect at least that five percent (5%) raise.

Demotion

A demotion is the act of reducing an employee to a position that requires the performance of less complex or less responsible work than the employee was required to perform in their previous position. A demotion is also the reduction of an employee to a lower pay grade.

Transfer

A transfer is the act of moving an employee from a position in a department or division to a position with the same position title in another department or division. A transfer may also result in a change in work location and/or supervisor, but not a change in significant job duties. An employee's rate of pay will not change as a result of this type of action.

Lateral Movement

A lateral movement is when an employee is assigned to a different position, but the positions are assigned to the same pay grade and schedule. An employee's rate of pay will not be affected by such change.

PLAN MAINTENANCE

Maintenance of the compensation system is an important task which cannot be neglected. Failure to properly maintain the plan may eventually result in recruitment problems, pay inequities between positions, lowered employee morale, higher employee turnover, and other related organizational problems.

- A. Changes in Position Functions and Responsibilities. There are numerous factors and influences which may contribute to the erosion of a compensation plan's validity. Common factors and influences generating change include:
 1. Addition of new functions or responsibilities to a position;
 2. Abolishment or elimination of a position's functions or responsibilities;
 3. Reorganization of an organizational function, resulting in the consolidation of work activities;
 4. Gradual change of a position by addition, deletion, or modification of duties and responsibilities;
 5. New or revised licensure or certification requirements; or
 6. Market demand.
- B. Changes in Market Conditions. In addition to the above factors, ever-changing market conditions may dictate that the compensation plan be upgraded in order for the County to remain in a competitive posture with comparable jurisdictions.
- C. Updates of Compensation Plan. The compensation plan needs to be updated on a periodic basis in order to remain internally equitable and externally competitive. The following general procedures should be followed in order to achieve these results:
 1. On each occasion when a position’s duties are changed, it will be necessary to review that position’s pay grade assignment in order to ensure that equity between positions is maintained.

2. In addition to the continual maintenance process, it is recommended that the Agency conduct a wage survey of benchmark positions on a periodic basis. It is recommended that such a survey be conducted at least every three (3) years. The wage survey will help to ensure that wage rates paid to employees are competitive and continually reflective of changing labor market conditions.
3. A total review of the entire plan should occur at least once every three (3) to five (5) years.

Original Adoption Date 12/18/24 Revision Date: _____
 Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING TENTATIVE AGREEMENT
 AND COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF BELMONT, OHIO
 BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (BUILDING & GROUNDS)
 AND OHIO COUNCIL #8, LOCAL 702 AFSCME, AFL-CIO**

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

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative collective bargaining agreement reached by the parties in successor negotiations referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative collective bargaining agreement reached by the parties in the successor agreement referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Board's authorized representative(s) are authorized to execute the referenced collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 18th day of December, 2024.

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

**AGREEMENT
 BETWEEN
 BELMONT COUNTY
 BOARD OF COMMISSIONERS
 AND
 AMERICAN FEDERATION OF STATE, COUNTY
 AND MUNICIPAL EMPLOYEES
 (BUILDING & GROUNDS)
 January 1, 2025 through December 31, 2027
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**ARTICLE 1
 PREAMBLE AND PURPOSE**

Section 1.01. This Agreement, entered into by the Belmont County Commissioners, hereinafter referred to as the "Employer," and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO Local #702, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code (ORC); and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, SERB Case No. 2012-REP-05-0056 including:

Housekeeping/Maintenance (which may also be referred to as "Housekeeping")
Maintenance/Housekeeping (which may also be referred to as "Maintenance")

Section 2.02. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.03. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.03. Notwithstanding the provisions of this Article, management, confidential, professional, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 2.04. All job descriptions will be given to Local 702 President & Vice President for distribution.

ARTICLE 3
DUES DEDUCTION

Section 3.01. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer. Subject to the approval and authorization of the Belmont County Auditor, all deductions shall be deposited via electronic ACH transfers payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Section 3.02. All deductions provided for in this Article, accompanied by an alphabetical list of all employees and their addresses for whom deductions have been made, shall be transmitted to Controller Ohio Council 8 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

Section 3.03. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues.

Section 3.04. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization, in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.05. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth in Section 3.06 below.

Section 3.06. Any voluntary dues check-off authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues check-off card and year to year thereafter, unless the employee gives the County and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of the employee's dues check-off authorization cards are available from the Union upon request.

Section 3.07. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.08. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.09. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.10. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.11. "Fair Share Fee" will no longer apply. In the event any Federal or State legislative body with authority over Ohio reinstates fair share fees, the Union and Employer will meet and renegotiate this Article of the Agreement.

Section 3.12. The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share deductions.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.13. The Union agrees that it will indemnify and hold harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4
UNION REPRESENTATION

Section 4.01. The Employer agrees to admit not more than one (1) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday, for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon arrival, the Union representative shall identify himself or herself to the Employer or the Employer's designee.

Section 4.02. The Employer shall recognize no more than three (3) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

A. Local Union President
B. Two (2) Chief Steward

Section 4.03. The Union shall provide to the Employer an official roster of its officers and local Union Steward which is to be kept current at all times and shall include the following:

A. Name;
B. Address;

- C. Home telephone number;
- D. Immediate Supervisor; and
- E. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 4.04. The investigation or writing of grievances shall be during non-working time, except for the following:

- A. Attendance at a grievance or disciplinary hearing, as provided in this Agreement.
- B. Labor/Management meetings, as provided in this Agreement.

If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.05. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.
- D. A Union employee official abusing the rules of this section may be subject to disciplinary action.
- E. The Employer agrees to notify the Union as soon as possible of any new hires into the bargaining unit. Upon notification to the Union of the new hire the Employer will allow the Union President or Steward one (1) hour with the new employee with permission from the Employer.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.01. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Commissioners in addition to all its other functions and responsibilities. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline employees for just cause;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. To manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed;
- F. To determine the size, composition, and duties of the workforce, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and the areas worked;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To take actions to carry out the mission of the office as a governmental unit.
- K. To maintain and improve the efficiency and effectiveness of operations and programs,
- L. To determine and implement necessary actions in emergency situations.

Section 5.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified by this Agreement shall remain the function of the Employer.

ARTICLE 6 NO STRIKE / NO LOCKOUT

Section 6.01. The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that it will, within two (2) weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. In all cases of strike, sympathy strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer shall have sole and complete right to immediately discipline or discharge any Union member participating in any unauthorized strike, sympathy strike, slowdown, walkout, or any other cessation of work. Bargaining unit members shall have the right to appeal through provisions of this Agreement for disciplinary actions taken by the Employer under this Section, however only the question of whether or not he or she did in fact participate in or promote such action shall be subject to appeal.

Section 6.02. The Employer agrees that neither it, its officers, agents or representatives individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section 6.01(B) of this article.

Section 6.03. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 7 NONDISCRIMINATION

Section 7.01. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, sexual orientation, gender identity, race, color, religion, national origin, disability as defined in the Americans with Disabilities Act, genetic history, veteran status, or military status.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.02. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees

Section 7.03. The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.04. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.05. Complaints of sexual harassment shall be made in accordance with the Employer's Policy against sexual harassment.

ARTICLE 8 DISCIPLINE AND DISCHARGE

Section 8.01. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes, but is not limited to, violations of the Employer's policies and work rules.

Determination of appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of performance and conduct. Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to termination.

Section 8.02. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than forty-eight (48) hours prior to the conference the employee will be given notice of the allegations which may be the basis for disciplinary action. An employee may request representation by a union steward or the Local Union President in any meeting with a supervisor or Employer representative that the employee reasonably believes will result in discipline or discharge.

Section 8.03. Verbal and written reprimands are not subject to the binding arbitration procedure, but may be grieved. More severe discipline, including suspensions, demotions and discharge are subject to the grievance and arbitration procedure. The grievance may be filed at the Step from which the discipline was issued.

Section 8.04. Records of suspension of less than three (3) days shall cease to have force and effect twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Records of suspension three (3) or more days shall cease to have force and effect thirty (30) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall cease to have force and effect eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 8.05. The Employer will make available to the Union, upon request, a copy of any suspension, discharge, or pre-disciplinary report that the Employer has issued.

Section 8.06. The Parties may agree to a "Last Chance" Agreement in lieu of termination on a case-by-case basis which shall not require the full approval of the bargaining unit.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.01. A grievance is defined as an allegation that the terms of this Agreement have been violated. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.02. Time limits set forth herein may only be extended by a mutual agreement of the parties. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or Employer's designee within the stipulated time limits shall be considered denied and may be appealed to the next step in the grievance procedure.

Section 9.03.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must submit the grievance in writing on the grievance form to the Department Head within fourteen (14) calendar days of the date the grievant knew or should have known of the occurrence that gave rise to the grievance. The Department Head shall meet with the grievant within seven (7) calendar days of receiving the grievance and respond within fourteen (14) calendar days after the meeting.

Step 2: A grievance unresolved at Step 1 may be submitted to the Employer's Designee within seven (7) calendar days of the Step 1 response. The Designee will meet with the grievant and his steward and respond within fourteen (14) calendar days of the meeting. The Union staff representative may also attend this meeting, and the Union is entitled to a copy of the adjustment of any grievance upon his or her request.

Step 3: **Mediation:** Upon mutual agreement of the parties (Employer and Union), within seven (7) calendar days of the receipt of the Step 2 response, either party may refer the grievance to mediation by giving written notice and a request for a mediator to the other party and the Federal Mediation and Conciliation Service (FMCS) or SERB. The mediator shall meet with both parties and their representatives to attempt to reach a settlement. Any settlement reached shall be reduced to writing and shall be binding upon parties and the affected bargaining unit employee(s). Any costs for the mediator shall be borne by the party requesting mediation. Upon receipt of written notice, pursuant to this Step, time limits for the grievance procedure shall be suspended until (1) mediation is concluded or (2) either party rejects or rescinds, in writing, its participation in mediation; whichever occurs first.

Section 9.04. All grievances must contain the following information to be considered.

- A. The aggrieved employee's name and signature;
- B. The aggrieved employee's classification
- C. The date the grievance was filed in writing;
- D. The date and time the grievance occurred;
- E. The location where the grievance occurred
- F. A description of the incident giving rise to the grievance;
- G. The specific articles and sections of the agreement violated; and
- H. The desired remedy to resolve the grievance.

Section 9.05. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance.

Section 9.06. Grievances bearing on the interests of a number of employees shall be reduced to writing on the grievance form.

Section 9.07. The Employer shall advise the Union of the Employer's designee for Step 2 of the grievance procedure.

Section 9.08. This grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre-arbitration settlements signed by the parties consistent with this procedure shall be binding on the affected bargaining unit employees, the Union, and the Employer.

Section 9.09. The grievant may be represented at a grievance hearing by the AFSCME Ohio Council 8 Staff Representative and an authorized union steward or the local Union President, per Article 4.

Section 9.10. The grievant and his authorized employee representative shall not suffer loss of pay for attending a grievance hearing during his or her regular working hours.

ARTICLE 10 **ARBITRATION**

Section 10.01. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the issuance of the Employer's designee's Step 2 written response, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. In the event the grievance is not referred to arbitration within the thirty (30) days, the grievance shall be considered resolved based on Step 2 response and the Union specifically waives any right to process the grievance to arbitration.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of fifteen (15) arbitrators from the Federal Mediation and Conciliation Service and shall select the arbitrator by the alternate strike method, with the party requesting arbitration striking first. Either party may insist that the arbitrators be National Academy members or that they reside in Ohio, and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws; or
2. Contrary to, or inconsistent with, or changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance

procedure. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer, subject to challenge under Chapter 2711 ORC. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witness shall be borne, if any, by the party calling that witness. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

ARTICLE 11

APPLICATION OF CIVIL SERVICE LAW

Section 11.01. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Ohio Revised Code covering the same subject matter, and in particular, but not limited to, all provisions and procedures governing probationary employees and probationary periods, layoffs, and job abolishments. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction over the employees in the bargaining unit.

ARTICLE 12

LABOR MANAGEMENT MEETINGS

Section 12.01. The Employer and/or their representatives agree to meet at least quarterly with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.02. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda to determine if a meeting is necessary and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda.

Section 12.03. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to in advance by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss health and safety matters relating to employees.

Section 12.04. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.05. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13

HEALTH AND SAFETY

Section 13.01. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 13.02. The Employer agrees to provide safe working conditions, tools, equipment and working methods for their employees and to take into consideration all hazards known by the Employer or as recommended to the Employer by the Safety and Health Committee. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 13.03. The employees and the Union accept the responsibility to maintain tools, equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known.

Section 13.04. The parties agree that the provisions of this Article are directed solely toward the safety and health of the individual employees. Any attempt by an employee or employees to utilize the procedures of the Article for harassment, coercion, retaliation or to achieve objectives other than health and safety, however proper those objectives might be if pursued by other means, would be abuse of this provision and contrary to the labor agreement itself.

Section 13.05. There shall be established a joint labor-management Health and Safety Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Employees representing the Union shall be designated by the Union which will notify the Employer of such designated representatives and/or any changes therein. The Committee shall assist, make recommendations to and cooperate with all managers and supervisors in the promotion of safety and health.

Section 13.06. It is intended that, consistent with the foregoing functions of the Safety and Health Committee, AFSCME Ohio Council 8 Local 702, the Union Safety Committee and their officers, employees, and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

ARTICLE 14

SENIORITY

Section 14.01. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 14.02. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 14.03. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 14.04. The Employer shall post a seniority list upon request showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within ten (10) calendar days of posting or said list shall be deemed valid by all parties.

Section 14.05. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 15

PROBATIONARY PERIODS

Section 15.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

Section 15.02. An employee that successfully bids on a promotion within the bargaining unit will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of ninety (90) calendar days. A newly promoted employee may be returned by the Employer to his or her former position at any time during his or her promotional probationary period and shall have no appeal over such removal. Also, the promoted employee may return to his or her former position any time during the first thirty (30) calendar days of his or her promotion. The provisions of this Section will also apply to an employee that is assigned to a new classification within the bargaining unit. The action of return to the prior position for not successfully completing a probationary period shall not be considered a disciplinary action.

Section 15.03. Part time bargaining unit employees that work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Bargaining unit employees that work an irregular schedule or that work less than the normal number of working days per week shall not have completed their probationary period until they have successfully completed seven hundred (700) hours actually worked.

Section 15.04. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.

ARTICLE 16
POSTING OF JOB OPENINGS

Section 16.01. When the Employer determines to fill a vacancy in a classification in the bargaining unit other than by original appointment, the vacancy shall be filled in accordance with this Article.

Section 16.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for seven (7) calendar days. The Employer may post simultaneously externally and internally. During the posting period, anyone wishing to apply for the vacancy that is not already in that classification may do so by submitting a written application to the Employer. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job. The employee who is hired into the position vacancy shall be placed in the new pay range and placed on the step which gives them at least a 5% base wage increase.

Section 16.03. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

If the Employer has made a temporary appointment, but determines there is a permanent vacancy (for example, because the employee on leave from the position will not be returning), the Employer may keep the temporary appointee on during the posting and selection process. If the temporary appointee is the successful bidder, his or her probationary period will begin when he or she is appointed on a non-temporary basis. The Employer will credit the employee with all of his or her temporary service toward the probationary period, but the employee will have at least thirty (30) days probationary period after the non-temporary appointment.

Section 16.04. All timely-filed applications from qualified, eligible applicants shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability to perform the essential functions of the position. Physical and mental ability are used as qualifiers to determine whether or not a person can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by the ADA) that can with or without reasonable accommodation perform the essential functions of the position. Where more than one applicant is deemed qualified and where the Employer determines that the qualifications of those applicants are relatively equal, then the appointment will be made based on departmental seniority.

Section 16.05. Once the determination has been made, the Employer agrees to post the selection, if any, within seven (7) calendar days. The Employer shall fill any such vacancy within fourteen (14) calendar days after posting the selection. The Employer may cancel a vacancy posting at any time prior to the time the Employer posts the name of the successful bidder.

Section 16.06. Bids shall be submitted to the Employer's designee on a form to be provided by the Employer,

Section 16.07. An employee that desires to be considered for vacancies covered under this Article that become available during the employee's vacation or leave of absence shall notify the Employer of his or her desire in writing before he or she leaves for vacation or leave of absence.

Section 16.08. The Employer may provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

ARTICLE 17
LAYOFF AND RECALL

Section 17.01. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 17.02. The Employer shall determine in which classification(s) and which location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available with minimum training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work with minimum training, the employee(s) with the least seniority will be laid off first.

- A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay or then, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.
- B. The affected employees shall have five (5) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified per minimum job requirements. Any employee not submitting such request within five (5) days shall be considered to have accepted the layoff.

Section 17.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification per minimum job requirements, to which they are recalled.

Section 17.04. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 17.05. In the case of a long term layoff, the recalled employee shall have seven (7) calendar days following the date of receiving of the recall notice to notify the Employer of his or her intention to return to work and shall have fourteen (14) calendar days following the receiving date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 17.06. The Employer agrees there will be no new hires in any classification where there is a recall list.

Section 17.07. This article supersedes and replaces the civil service laws and rules for job abolishment and layoff of bargaining unit positions and employees.

ARTICLE 18
BARGAINING UNIT WORK

Section 18.01. The Employer shall not contract out work traditionally performed by the bargaining unit or assign such work to supervisors, if the contracting out or assignment to supervisors results in the layoff of bargaining unit employees.

ARTICLE 19
CALL-IN PAY

Section 19.01. A call-in is defined as an order or request to return to work at any time after an employee has been relieved from duty at the conclusion of a regularly scheduled work day until one (1) hour before the next regularly scheduled starting time.

Employee will receive two (2) hours call-in pay. Rate of time and one-half (1½) for hours worked (if in overtime status) during this time with straight time paid for balance of two (2) hour call-in time.

ARTICLE 20
PAY PERIODS & PAYCHECKS

Section 20.01. There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope on Friday by the regular schedule or via direct deposit. All new hires after January 1, 2022 shall receive their paycheck via direct deposit. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 21
WASH-UP TIME

Section 21.01. Employees shall be permitted a reasonable time, not to exceed fifteen (15) minutes at the end of each work day before quitting time for wash-up. Wash-up time shall be utilized for personal clean-up and shall not be considered free time which the employee can use for other purposes. Wash-up time is not accumulative and will only be allowed when the work schedule permits.

ARTICLE 22
BULLETIN BOARDS

Section 22.01. The Employer agrees to allow space on the bulletin boards.

Section 22.02. The Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of non-political standing committees and independent non-political arms of the Union; and
- G. publications, rulings of policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval from the Employer or his designee. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 23
HOURS OF WORK AND OVERTIME

Section 23.01. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 23.02. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with an unpaid lunch period. The standard lunch period for full time employees shall be one (1) hour, or one-half (½) hour depending on the nature of the operation. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday (seven (7) day period). This does not preclude Management from changing the work week for legitimate business reasons. The Employer may require employees to sign time cards, or use swipe cards, or follow similar procedures to account for time actually worked.

Section 23.03. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

Section 23.04. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and such manner that does not interfere with the efficiency of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period, therefore, they shall not be used to cover an employee's late arrival to work or early departure, nor shall they be accumulative if not taken.

Section 23.05. Non-Emergency. Twice each year, on January 1st and July 1st, employees may sign a list indicating their willingness to work overtime. Signing the list will make an employee eligible for overtime call outs. Employees who do not sign the voluntary overtime list will not be placed on an overtime list and will not be offered voluntary overtime work. Employees called from the voluntary overtime list will be placed at the bottom of the list and rotated until all employees on the list have an opportunity for overtime work. Refusal of overtime constitutes such an opportunity.

Section 23.06. Emergency. When emergencies occurring between the hours of 3:00 p.m. and 6:30 a.m. require the Employer's immediate attention (such as inclement weather, snow and ice control, floods, and other conditions which, in the employer's judgment, jeopardize public safety, affect the Employer's operation, or are considered public hazards), overtime call-out work will be distributed to employees normally assigned to perform such work, and who are assigned to the area closest to the emergency.

Section 23.07. If the Employer exhausts the voluntary overtime list and is still in need of additional personnel for the overtime work, the Employer will order employees in for mandatory overtime beginning with the least senior employee with the needed classification. Additionally, employees will not be eligible for voluntary overtime opportunities on days which they have utilized sick leave.

ARTICLE 24
LEAVES OF ABSENCE

Section 24.01. Personal Leave or Disability Leave. Upon the advanced written request of a permanent employee, the Employer may grant the employee a leave of absence without pay. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months. Whenever possible, any request for a leave of absence without pay must be made at least sixty (60) days prior to the commencement of the desired leave.

Section 24.02. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 24.03. Because they are not in an active pay status, employees who are granted an authorized leave of absence without pay do not earn sick leave, or vacation leave credit. Additionally, they do not qualify for paid holidays or other benefits that require an employee to be in active pay status.

Section 24.04. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 24.05. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. (If the employee would have been laid off the employee shall be placed on the recall list for his or her classification if the recall list is still in effect.) An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 24.06. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 24.07. Jury and Witness Leave. An employee who is:

- A. called for jury duty;
- B. subpoenaed as a witness in a case in which he is not a party;
- C. a party in an action related to his employment in which his interest is not adverse to that of Belmont County shall be granted full pay for regularly scheduled working hours.

Employees released from court or jury duty prior to the end of their scheduled work day shall report to work for the remaining hours of their shift unless other arrangements have been made with the Department Head. The time an employee spends at court jury duty or court service shall not be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his or her regular scheduled working days.

Section 24.08. Parental Leave. Parental Leave shall be used in accordance with County policy.

Section 24.09. The Employer will comply with applicable provisions of the Family and Medical Leave act for employees in the bargaining unit, per the Commissioners' policies governing their employees.

ARTICLE 25 SICK LEAVE

Section 25.01. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

Section 25.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 24.01 of this Agreement.

Section 25.03. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (½) hour. Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 25.04. Uses of Sick Leave.

A. Sick leave may be requested for:

1. Illness, injury, or pregnancy-related condition of the employee.
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.
4. Death of a member of the employee's immediate family or the employee's aunt, uncle, niece, or nephew. Such usage shall be limited to a reasonably necessary time beyond any bereavement leave benefit, not to exceed five (5) consecutive days.
5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.

B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 25.05. Evidence Required for Sick Leave Usage. The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illnesses to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. For any illness exceeding three (3) days a doctor's certificate shall be required.

Section 25.06. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 25.07. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 25.08. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 25.09. Physician's Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 25.10. Employees who become injured on the job shall be paid at the rate of the job being performed at time of injury for the full eight (8) hours on the date the injury occurs, providing that the attending physician states the employee is not able to return to work on the date of injury. However, if the physician states the employee is able to return to work the employee will be paid for the time lost on the day the injury occurred at the rate the employee was performing at the time of injury.

Section 25.11. Sick Leave Conversion.

- A. A County employee, with ten (10) years of service who retires in accordance with the provisions of PERS or any retirement plan offered by the state, shall be paid one-fourth (¼) of the value of his or her earned but unused leave credit. The maximum of such payment, however, shall be for thirty (30) days of sick leave.
- B. Such payment shall be based on the employee's hourly rate of pay at the time of retirement.
- C. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- D. Eligible County employees retiring from active service shall request such payment in writing, in order to initiate the payment process.
- E. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 ORC, or paid to the employee's estate.

ARTICLE 26 UNION LEAVE

Section 26.01. Subject to the operational needs of the Department, the Union has five (5) days per year (year defined as 1/1 to 12/31) for its members or officials to attend Union functions, meetings or conventions. Such time shall be granted to attend such functions for the Union, provided two (2) weeks advance notice is given in writing to the Employer by the local Union President. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

ARTICLE 27 HOLIDAYS

Section 27.01. All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Juneteenth	Nineteenth day of June
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	Twenty-fifth day of December

Section 27.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. The policy in effect on May 8, 2013 for how holidays are paid shall continue. If the Board of Commissioners closes the courthouse to observe a holiday, bargaining unit employees shall receive the same benefit.

Section 27.03. If a full time employee is required to work on one of the recognized holidays, he or she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.04. A full-time bargaining unit employee shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

ARTICLE 28 VACATION

Section 28.01. Forty (40) hour per week full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

After 6 months of service	Accrued Vacation
After 1 year service	80 hours vacation (3.1 hours per pay period)
After 2 years' service	120 hours vacation (4.6 hours per pay period)
After 5 years' service	160 hours vacation (6.2 hours per pay period)
After 10 years' service	200 hours vacation (7.7 hours per pay period)

Vacation leave shall only be accumulated while an employee is in active pay status. Full-time employees who are in active pay status for less than their number of regularly scheduled hours in any pay period will have their vacation accrual prorated for the pay period.

Section 28.02. In January of each year employees will be able to schedule vacation for the upcoming year with seniority as the tiebreaker. After January each employee entitled to vacation will schedule vacation hours on a first come, first serve basis.

Section 28.03. All vacation scheduling is subject to prior approval of the Employer.

Section 28.04. No vacation leave shall be carried over for more than three (3) years.

Section 28.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed one (1) year of employment with the County.

Section 28.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 28.07. Employees will receive credit for prior service with the state or any political subdivision of the State of Ohio in accordance with Section 9.44 ORC, subject to Section 124.34 ORC.

ARTICLE 29 INSURANCE

Section 29.01. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions, premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

Section 29.02. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

Section 29.03. The Employer, or the County as appropriate, reserves sole discretion to amend:

- A. The plan(s); or
- B. Any amount the Employer, the County, or any employee or other person covered under a plan is required pay under or toward the plan(s);

to avoid employer (or related party) penalties (fines, taxes, loss of funding, or other penalties) under applicable state or national laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable to an employee or a person covered under the plan(s).

ARTICLE 30 LIABILITY INSURANCE

Section 30.01. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance.

ARTICLE 31 WAGES

Section 31.01. Effective the first full pay period following the execution of this Agreement, the hourly rate for all bargaining unit employees shall be as outlined in Appendix A of this Agreement. That wages scale shall be increased as follows: Effective the first full pay period following January 1, 2025, of this Agreement, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.70. Effective the first full pay period following January 1, 2025, of this Agreement, the pay scale for bargaining unit employees in the Maintenance classification shall be adjusted to the hourly rates outlined in Appendix A. Effective the beginning of the pay period that includes January 1, 2026, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.75. Effective the beginning of the pay period that includes January 1, 2026, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by 3%. Effective the beginning of the pay period that includes January 1, 2027, the hourly rate for bargaining unit employees in the Housekeeping classification shall increase by \$0.80. Effective the beginning of the pay period that includes January 1, 2027, the hourly rate for bargaining unit employees in the Maintenance classification shall increase by 3%. Bargaining unit employees shall advance as provided in applicable provisions of Section 31.01 A – G.

- A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.
- B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step 1 of the pay range.
- C. A promoted employee will be assigned to the step in the new classification's pay range that provides an increase over his or her previous rate of pay.
- D. Upon satisfactory completion of a new hire probationary period, an employee will be assigned to the next higher step in the pay range (effective with the beginning of the pay period when he or she successfully completes probation). Upon successful completion of a promotional probationary period, the employee will remain at the same step until one year from the date of his or her promotion, when he or she will be advanced to the next step and that shall be his or her new anniversary date for step increases. The effective date for that increase shall be the beginning of the pay period that includes the completion of the one year following promotion.
- E. Effective the beginning of the pay period that includes March 1, 2013, bargaining unit employees that are employed on the date this Agreement is executed shall be placed in the step system as follows: (see Appendix A). (Historical only)
- F. No employee shall be paid above the maximum rate for his or her classification or less than the minimum step for his or her classification.
- G. Employees that are laid off and displace into a lower classification shall be placed in the same step in the lower classification that he or she held at the time he or she exercised bumping rights.

Section 31.02. Maintenance in Charge (MIC) Pay

When the Facilities Director is on leave for five (5) consecutive days or more, the Facilities Director shall have the sole discretion to assign an employee from the Maintenance classification to lead maintenance work. If in the Facilities Director sole discretion, he or she decides to make such assignment the assignment shall be made based on the qualifications among the employees in the Maintenance classification(s). The employee so assigned shall receive an additional fifty cents (\$0.50) per hour for all such hours assigned.

ARTICLE 32 SEVERABILITY CLAUSE

Section 32.01. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 32.02. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

ARTICLE 33 WAIVER IN CASE OF EMERGENCY

Section 33.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 33.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 34
INCLEMENT WEATHER**

- A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee's normal day.

If an employee's scheduled paid leave (e.g., sick leave, personal leave, vacation leave, holiday leave, etc.) coincides with a snow emergency where that employee does not have to report to work, the employee will receive pay for their normal day and the absence will not be charged to their leave balance.

Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. Level I Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.
2. Level II Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work.
3. Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

The above snow emergency levels declared by a sheriff should not be confused with a "State of Emergency" which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.

- B. During a countywide emergency, employees shall comply with the following:
 1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
 2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
 3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee's scheduled number of work hours.)
 4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.
- C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor's direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.
- D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

**ARTICLE 35
UNIFORMS**

Section 35.01. Employees will be provided five (5) new shirts annually. With approval of the employee's supervisor, additional shirts may be provided to replace shirts that have become ruined through employee's performance of his or her work duties.

Section 35.02. Employees shall receive an annual clothing reimbursement in the amount of two hundred fifty dollars (\$250). All receipts must be submitted by November 30th each year to receive the reimbursement.

**ARTICLE 36
DURATION OF AGREEMENT**

Section 36.01. This Agreement shall be effective upon January 1, 2025 and shall remain in full force and effect until midnight, December 31, 2027.

Section 36.02. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

Section 36.03. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 34.01.

Section 36.04. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 36.05. This Agreement constitutes the entire Agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 18th day of December,
FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Josh Meyer /s/

Josh Meyer, Commissioner

J. P. Dutton /s/

J.P. Dutton, Commissioner

Jerry Echemann /s/

Jerry Echemann, Commissioner

APPROVED AS TO FORM:

Jacob Manning, Assistant County Prosecutor

FOR AFSCME:

Breen McNally, AFSCME Representative

Barb Hess, Bargaining Committee Member

Dave Hartman, Bargaining Committee Member

Clyde Kutcher, Bargaining Committee Member

APPENDIX A

Hourly rates effective beginning of pay period following/including:			
Step No.	January 1, 2025	January 1, 2026	January 1, 2027
HK/Maint	\$0.70 increase	\$0.75 increase	\$0.80 increase
1	15.33	16.08	16.88
2	15.69	16.44	17.24
3	16.06	16.81	17.61
4	16.46	17.21	18.01
5	16.86	17.61	18.41
6	17.29	18.04	18.84
7	17.73	18.48	19.28
8	18.13	18.88	19.68
Maint/HK	Wage Adjustment	3% increase	3% increase
1	20.33	20.94	21.57
2	21.08	21.71	22.36
3	21.87	22.53	23.20
4	22.57	23.25	23.94
5	23.32	24.02	24.74
6	23.94	24.66	25.40
7	24.64	25.38	26.14

SIDE LETTER

The County intends to add an additional maintenance classification. Upon creation of this classification, the County will meet with the Union to bargain the wage rate. Both parties agree to joint petition SERB for amendment of the bargaining unit at that time.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TENTATIVE AGREEMENT BETWEEN THE BELMONT COUNTY WATER & SEWER DISTRICT AND UTILITY WORKERS UNION OF AMERICA

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

WHEREAS, Ohio Revised Code Chapter 4117 establishes collective bargaining procedures for public employers and public employees; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Chapter 4117, it is the desire of this Board that the tentative agreement reached in the current negotiations by the parties referenced above is approved by the legislative body.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that the tentative agreement reached in the current negotiations by the parties referenced above is hereby deemed approved by the legislative body; and

BE IT FURTHER RESOLVED that the Board, and its authorized representative(s), are directed to execute the attached collective bargaining agreement on behalf of the Employer.

ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 18th day of December, 2024.

Mr. Echemann	<u>Yes</u>	Mr. Meyer	<u>Yes</u>	Mr. Dutton	<u>Yes</u>
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**AGREEMENT
BETWEEN
BELMONT COUNTY
WATER & SEWER DISTRICT
AND
UTILITY WORKERS UNION OF AMERICA
January 1, 2025, through December 31, 2027
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PREAMBLE AND PURPOSE

Section 1.01. This Agreement, entered into by the Belmont County Sanitary Sewer District, hereinafter referred to as the "Employer," and Utility Workers Union of America, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code (ORC); and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2

UNION RECOGNITION

Section 2.01. The Employer recognizes the Union as the sole and exclusive representative for all employees included in the bargaining unit as certified by the Ohio State Employment Relations Board, 2017-REP-04-0048:

All full time employees in the positions of Chief Water Plant Operator III, Water Plant Operator III, Water Plant Operator II, Water Plant Operator I, Operator-in-Training (Water Plant), Chief Wastewater Plant Operator III, Wastewater Plant Operator III, Wastewater Plant Operator II, Wastewater Plant Operator I, Operator-in-Training (Wastewater Plant), Collection System Supervisor, Wastewater Pump Technician II, Wastewater Pump Technician I, Wastewater Pump technician, Collection System Operator II, Collection System Operator I, Collection System Operator, Crew Leader, Mechanic/Distribution Maintenance II, Mechanic/Distribution Maintenance I, Mechanic/Distribution Maintenance, Utility Worker II, Utility Worker I, Utility Worker, Equipment Operator II, Equipment Operator I, Equipment Operator, Master Mechanic II, Master Mechanic I, Master Mechanic, Accounts Billing Clerk, Accounts Payable Clerk, Accounts Receivable Clerk, Accounts Billing Clerk Lead, Accounts Payable Clerk Lead, Accounts Receivable Clerk Lead, Locator II, Locator I, Locator, General Secretary, Draftsman, Draftsman I, and Draftsman II.

Section 2.02. All positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit subject to the following. Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer agrees to meet with the Union within thirty (30) days to discuss the inclusion or exclusion from the bargaining unit, subject to the restrictions in Section 2.03. If the parties are unable to agree to the status of the position, the issue shall be subject to appeal by the Union to the State Employment Relation Board pursuant to Chapter 4117 ORC and the SERB rules and regulations.

Section 2.03. Notwithstanding the provisions of this Article, all other employees, including but not limited to all seasonal and all casual employees, are excluded.

ARTICLE 3

DUES DEDUCTION

Section 3.01. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form will be collected by the Union and submitted by the Union to the Employer. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 3.02. All deductions provided for in this Article, accompanied by an alphabetical list of all employees, their addresses and social security numbers, for whom deductions have been made, shall be transmitted to Treasurer of UWUA Local 492 no later than the thirty-first (31) day following the end of the pay period in which the deduction is made.

Section 3.03. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues.

Section 3.04. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than the one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization; in accordance with this Agreement; or (6) resignation by the employee from the Union.

Section 3.05. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.06. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing, within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.07. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 3.08. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.09. The Employer will provide the local president or his/her designee thirty (30) minutes during the new employee orientation period to discuss joining the Union with any new hires. The Employer will provide complete contract information of new employees electronically to the local president within thirty (30) days of the new employee's date of hire.

ARTICLE 4

UNION REPRESENTATION

Section 4.01. The Employer agrees to admit not more than two (2) Union staff representative to the Employer's facilities during the Employer's normal office business hours, Monday through Friday, for the purpose of processing grievances or attending meetings as permitted herein, provided reasonable advance notice is given to the Employer. Upon arrival, the Union representative shall identify himself or herself to the Employer or the Employer's designee.

Section 4.02. The Employer shall recognize no more than four (4) employees to act as Union stewards listed as follows for the purposes of processing grievances in accordance with the Grievance Procedure.

- A. _____
- B. _____
- C. _____
- D. _____

Section 4.03. The Union shall provide to the Employer an official roster of its officers and local Union Steward which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate Supervisor; and
- E. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 4.04. The investigation or writing of the grievances shall be during working time so long as kept to a minimum and does not interrupt the operations of the business, and for the following reasons:

- A. Attendance at a grievance or disciplinary hearing, as provided in this Agreement, scheduled during regular duty hours.
- B. Labor/Management meetings, as provided in this Agreement, scheduled during regular duty hours.
- C. Except as otherwise approved by the Director.

Section 4.05. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no steward or representative of the Union either employee or non-employee of the Employer shall interfere, interrupt, or disrupt the normal work duties of employees. The Union further agrees not to conduct meetings involving on-duty employees except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union representative shall cease Union activities immediately upon the verbal or written request of the Employer or designee or upon the request of the employee's immediate supervisor or the supervisor of the area where the activity is being conducted.

ARTICLE 5

MANAGEMENT RIGHTS

Section 5.01. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Belmont County Sanitary Sewer District in addition to all its other functions and responsibilities. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline employees for just cause;
- C. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- D. To determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. To manage and determine the location, type, and number of physical facilities, equipment, programs, and work to be performed;
- F. To determine the size, composition, and duties of the workforce, the number of shifts required, to establish work schedules, to establish hours of work, to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and the areas worked;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To take actions to carry out the mission of the office as a governmental unit;
- K. To maintain and improve the efficiency and effectiveness of operations and programs;
- L. To determine and implement necessary actions in emergency situations; and/or
- M. To subcontract if necessary.

Section 5.02. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified by this Agreement shall remain the function of the Employer.

ARTICLE 6

NO STRIKE / NO LOCKOUT

- A. Inasmuch as this Agreement provides a mechanism for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Belmont County. Therefore:
 1. The Union agrees that neither it, its officers, agents, representatives, or Members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members during the life of this Agreement.
 2. The Employer agrees that neither it, its officer, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of Members of the Union, unless those Members shall have violated Section (A)(1) of this Article.

ARTICLE 7

NONDISCRIMINATION

Section 7.01. Neither the Employer nor the Union shall unlawfully discriminate against any bargaining unit employee on the basis of age, sex, sexual orientation, gender identity, race, color, religion, national origin, disability as defined in the Americans with Disabilities Act, genetic information, veteran status, or military status.

The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 7.02. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees

Section 7.03. The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 7.04. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 7.05. Complaints of sexual harassment shall be made in accordance with the Employer's Policy against sexual harassment.

ARTICLE 8

DISCIPLINE AND DISCHARGE

Section 8.01. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause, which includes, but is not limited to, violations of the Employer's policies and work rules, and/or infractions mentioned in R.C. 124.34 (A).

Determination of appropriate discipline will be made considering the principles of progressive discipline, which include the nature and seriousness of the offense and the employee's record of discipline. Discipline shall usually be progressive, but depending on the severity of the offense, may proceed immediately to termination.

Section 8.02. Before the Employer issues an order of suspension, demotion or discharge, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Not less than twenty-four (24) hours prior to the conference the employee will be given notice of the allegations which may be the basis for disciplinary action. An employee may request

representation by a union steward or the Division Chair in any meeting with a supervisor or Employer representative that the employee reasonably believes will result in discipline or discharge.

Section 8.03. Verbal and written reprimands are not subject to the binding arbitration procedure, but may be grieved. More severe discipline, including suspensions, demotions and discharge are subject to the grievance and arbitration procedure. The grievance may be filed at the Step from which the discipline was issued.

Section 8.04. Records of suspension shall cease to have force and effect thirty-six (36) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Oral and written reprimands shall cease to have force and effect twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section 8.05. The Employer will make available to the Union a copy of any suspension, discharge, or pre-disciplinary report that the Employer has issued.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.01. A grievance is defined as an allegation that the terms of this Agreement have been violated. Newly hired probationary employees shall not be eligible to file a grievance under this Contract for any disciplinary, layoff or discharge action taken by the Employer during their probationary period.

Section 9.02. Time limits set forth herein may only be extended by a mutual agreement of the parties. The Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or Employer's designee within the stipulated time limits shall be considered to have been appealed to the next step in the grievance procedure.

Section 9.03.

Step 1: In order for a grievance to receive consideration under this procedure, the grievant must submit the grievance in writing on the grievance form to the Supervisor within fourteen (14) calendar days of the date the grievant knew or should have known of the occurrence that gave rise to the grievance. The Supervisor shall meet with the grievant within seven (7) calendar days of receiving the grievance and respond within seven (7) calendar days after the meeting. If the Supervisor fails to respond within seven (7) calendar days, the grievance shall be considered denied and may be advanced to the next step.

Step 2: A grievance unresolved at Step 1 may be submitted to the Director within seven (7) calendar days of the Step 1 response. The Director will meet with the grievant and his steward and respond within fourteen (14) calendar days of the meeting. The Union staff representative may also attend this meeting, and the Union is entitled to a copy of the adjustment of any grievance upon his or her request.

Section 9.04. All grievances must contain the following information to be considered.

- A. The aggrieved employee's name and signature;
- B. The aggrieved employee's classification
- C. The date the grievance was filed in writing;
- D. The date and time the grievance occurred;
- E. The location where the grievance occurred
- F. A description of the incident giving rise to the grievance;
- G. The specific articles and sections of the agreement violated; and
- H. The desired remedy to resolve the grievance.

Section 9.05. Any grievance may be brought by an employee covered by this Agreement or the Union. Any grievance brought by the Union must be signed by an employee who is employed within one of the classifications of the certified bargaining unit.

Section 9.06. Grievances bearing on the interests of a number of employees shall be reduced to writing on the grievance form.

Section 9.07. The Employer shall advise the Union of the Employer's designee for Step 2 of the grievance procedure.

Section 9.08. This grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling grievances between the parties, and all arbitration and pre-arbitration settlements signed by the parties consistent with this procedure shall be binding on the affected bargaining unit employees, the Union, and the Employer.

Section 9.09. The grievant may be represented at a grievance hearing by the UWUA and an authorized union steward and the local Union President/Division Chair, per Article 4.

Section 9.10. The grievant and his authorized employee representative shall not suffer loss of pay for attending a grievance hearing during his or her regular working hours.

ARTICLE 10 ARBITRATION

Section 10.01. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the issuance of the Employer's designee's Step 2 written response, the Union shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance. In the event the grievance is not referred to arbitration within the thirty (30) days, the grievance shall be considered resolved based on Step 2 response and the Union specifically waives any right to process the grievance to arbitration unless the parties agree to hold the grievance in abeyance to continue attempts to resolve.

After receipt of a request to arbitrate, a representative of each party shall attempt to agree on an arbitrator. If the representatives are unable to agree on one of these arbitrators, then they shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service or AAA and either party may reject one (1) entire list. Hearing procedures shall be in accordance with the FMCS rules.

The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable laws; or
2. Contrary to, or inconsistent with, or changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the issue of arbitrability is raised it must be raised at least ten (10) working days prior to arbitration.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer, subject to challenge under Chapter 2711 ORC. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost and fees of the arbitrator shall be borne equally. The expense of any non-employee witness shall be borne, if any, by the party calling that witness. The fees of the court reporter shall be paid by the party asking for one: such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing. Any cancellation fee charged by the arbitrator shall be borne by the party (or parties) canceling the hearing.

ARTICLE 11 APPLICATION OF CIVIL SERVICE LAW

Section 11.01. The provisions (including procedures) of this Agreement supersede those provisions (including procedures) in the Ohio Revised Code covering the same subject matter, and in particular, but not limited to, all provisions and procedures governing probationary employees and probationary periods, layoffs, and job abolishments. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction over the employees in the bargaining unit.

ARTICLE 12 LABOR MANAGEMENT MEETINGS

Section 12.01. The Employer and/or their representatives agree to meet at least annually or as mutually agreed with up to three (3) representatives of the Union to discuss matters of mutual concern.

Section 12.02. The Union shall submit to the Employer an agenda with a list of issues the Union wishes to discuss and the names of the Union representatives who will be attending. The Employer shall review the agenda and, if so, notify the Union of the scheduled meeting date and any items the Employer wishes to add to the agenda. Additional meetings shall be scheduled with mutual agreement subject to the terms of this Article.

Section 12.03. The purpose of such meetings shall be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes made by the Employer which affect the bargaining unit employees;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency; and
- E. Consider and discuss health and safety matters relating to employees.

Section 12.04. Employee Union representatives shall be released from their assigned duties to attend Labor/Management meetings.

Section 12.05. Labor/Management meetings are not to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13

SENIORITY

Section 13.01. "Departmental Seniority" shall be computed on the basis of the last hiring date of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 13.02. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.03. Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Section 13.04. The Employer shall post a seniority list, once every twelve (12) months, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within fifteen (15) calendar days of posting or said list shall be deemed valid by all parties.

Section 13.05. Employees who are hired on the same day will be placed on the seniority list in alphabetical order according to their surname on their date of hire.

ARTICLE 14

PROBATIONARY PERIODS

Section 14.01. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary employee may be terminated at any time during his or her probationary period and shall have no appeal over such removal.

Section 14.02. An employee that successfully bids on a promotion within the bargaining unit will be required to successfully complete a probationary period in his or her newly appointed position. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of one hundred twenty (120) calendar days.

A newly promoted employee may be returned by the Employer to his or her former position at any time during his or her promotional probationary period and shall have no appeal over such return. The employer will provide in writing, to the employee and Union, a reason for the return. The provisions of this Section will also apply to an employee that is assigned to a new classification within the bargaining unit. An employee denied a promotion or returned during the promotional probationary period shall not be used to fill the promoted position temporarily.

The action of return to the prior position for not successfully completing a probationary period shall not be considered a disciplinary action. Any employee demoted under this Section will go back to his or hers previous wage.

Section 14.03. Time on leave of absence or other non-paid leaves shall not be counted toward the completion of the probationary periods.

ARTICLE 15

POSTING OF JOB OPENINGS

Section 15.01. When the Employer determines to fill a vacancy in a classification in the bargaining unit other than by original appointment, the vacancy shall be filled in accordance with this Article.

Section 15.02. Whenever the Employer determines that a permanent vacancy exists and such vacancy is to be filled, a notice of such vacancy shall be posted on the Employer's bulletin board for ten (10) calendar days. During the posting period, anyone wishing to apply for the vacancy that is not already in that classification may do so by submitting a written application to the Employer. The Division Chair may submit such an application with the approval and on behalf of an employee that is otherwise unable to submit the application. Such application shall be provided by the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applicants that do not meet the minimum qualifications for the job.

Section 15.03. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position for up to seventy-five (75) days at the discretion of the Employer, pending the Employer's determination to fill the vacancy on a permanent basis, or for a longer period of time while the appointee fills in for an employee that is absent due to sickness, disability, or other approved leave of absence. If the temporary appointee is a new hire, the Employer may remove him or her from the position with no appeal when the absent employee returns, or when it is clear that the absent employee will not return and the Employer determines not to fill the position on a permanent basis, or when the Employer selects another person to fill the vacancy on a permanent basis, or when the position is abolished, or when the absent employee or the temporary is bumped due to a reduction in force.

If the Employer has made a temporary appointment, but determines there is a permanent vacancy (for example, because the employee on leave from the position will not be returning), the Employer may keep the temporary appointee on during the posting and selection process. If the temporary appointee is the successful bidder, his or her probationary period will begin when he or she is appointed on a non-temporary basis. The Employer will credit the employee with all of his or her temporary service toward the probationary period.

Section 15.04. All timely-filed applications from qualified, eligible applicants shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability to perform the essential functions of the position. Physical and mental ability are used as qualifiers to determine whether or not a person can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by the ADA) that can with or without reasonable accommodation perform the essential functions of the position. Where more than one applicant is deemed qualified and where the Employer determines that the qualifications of those applicants are relatively equal, then the appointment will be made based on departmental seniority.

Section 15.05. Bids shall be submitted to the Employer's designee on a form to be provided by the Employer.

Section 15.06. The Employer may provide training to all employees who wish to become qualified in various job duties of higher-rated classifications in order of seniority as opportunities arise.

ARTICLE 16

LAYOFF AND RECALL

Section 16.01. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees five (5) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 16.02. The Employer shall determine in which classification(s) and which location(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their department seniority and their ability to perform the remaining work available with minimum training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work with minimum training, the employee(s) with the least seniority will be laid off first.

- A. Management shall give the affected employees five (5) calendar days written notice of their layoff indicating their right to bump employees with the same rate of pay, in the next lower paid classification if any, within the Bargaining Unit for which they are qualified per minimum job requirements and capable of performing the available work.

B. The affected employees shall have three (3) calendar days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified per minimum job requirements. Any employee not submitting such request within three (3) days shall be considered to have accepted the layoff.

Section 16.03. Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months for the classification from which they are laid off and other lower paid classifications in the unit. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification per minimum job requirements, to which they are recalled.

Section 16.04. Notice of recall from a long term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided.

Section 16.05. In the case of a long term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 16.06. The Employer agrees there will be no new hires in any classification where there is a recall list.

Section 16.07. This article supersedes and replaces the civil service laws and rules for job abolishment and layoff of bargaining unit positions and employees.

ARTICLE 17

ON-CALL

Section 17.01. An on-call employee who has been assigned to first call out, shall be provided with a vehicle, cell phone, and tablet for each day assigned to first call out. The first call out employee shall receive thirty-five dollars (\$35) for each day assigned as first call.

Section 17.02. All other employees assigned to the on-call team shall receive twenty-five dollars (\$25) for each day assigned to the on-call team.

Section 17.03. The Mechanic/Distribution Maintenance employee serving as a member of the assigned on-call team shall be provided with a vehicle for each day assigned to the on-call team.

ARTICLE 18

PAY PERIODS & PAYCHECKS

Section 18.01. There will normally be twenty-six (26) pay periods of each calendar year. The Employer agrees to distribute paychecks in a sealed envelope or electronic equivalent on Friday by the regular schedule. In the event of emergency conditions the Employer agrees to arrange the distribution of paychecks in a manner that is quick, efficient and equitable.

ARTICLE 19

BULLETIN BOARDS

Section 19.01. The Employer agrees to provide a bulletin board for use exclusively by the Union.

Section 19.02. The Union notices which appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

- A. Union recreational and social affairs;
- B. notice of Union meetings;
- C. Union appointments;
- D. notice of Union elections;
- E. results of Union elections;
- F. reports of non-political standing committees and independent non-political arms of the Union; and
- G. publications, rulings of policies of the Union.

All other notices of any kind not covered in A through G above must receive prior approval from the Employer or his designee. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- H. personal attacks upon any other member or any other employee;
- I. attacks on any employee organization, regardless of whether the organization has local membership; and
- J. attacks on and/or favorable comments regarding a candidate for public office or Union office, or for office in another employee organization.

ARTICLE 20

HOURS OF WORK AND OVERTIME

Section 20.01. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as a basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 20.02. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, with an unpaid lunch period. The standard lunch period for full time employees shall be one-half (½) hour. The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday (seven (7) day period). This does not preclude Management from changing the work week for legitimate business reasons. The Employer may require employees to sign time cards, or use swipe cards, or follow similar procedures to account for time actually worked.

Section 20.03. When an employee is required by the Employer to be in active pay status more than forty (40) hours in a calendar week, as defined in the paragraph above, he or she shall be paid overtime pay for such time at one and one-half (1½) times his or her regular hourly rate of pay. Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime.

Any employee actually working sixteen hours or more is required to have at least an eight-hour period of rest prior to returning to work. Any employee working twelve hours or more is required to have at least a six-hour period of rest prior to returning to work. Any regularly scheduled hours missed due to the rest period requirements will be paid at the appropriate rate of pay.

Section 20.04. There shall be two (2) fifteen (15) minute paid rest periods in each regular shift each work day. Such rest periods shall be scheduled whenever practicable approximately midpoint in the first (1st) one-half (½) of the employee's regular work shift and in the second (2nd) one-half (½) of the shift. Rest periods shall be taken at such time and such manner that does not interfere with the efficiency of the work unit. Rest periods are intended to be a recess to be preceded and followed by an extended work period, therefore, they shall not be used to cover an employee's late arrival to work or early departure, nor shall they be accumulative if not taken.

Section 20.05. Bargaining unit employees scheduled to work second shift shall receive a fifty cent (\$0.50) shift differential added to their hourly rate for all hours worked during second shift. Bargaining unit employees scheduled to work third shift shall receive a eighty-five cent (\$0.85) shift differential added to their hourly rate for all hours worked during third shift.

ARTICLE 21

LEAVES OF ABSENCE

Section 21.01. Personal Leave or Disability Leave. Upon the advanced written request of a permanent employee, the Employer may grant the employee a leave of absence without pay. The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) consecutive months. Whenever possible, any request for a leave of absence without pay must be made at least sixty (60) days prior to the commencement of the desired leave.

Section 21.02. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

Section 21.03. Because they are not in an active pay status, employees who are granted an authorized leave of absence without pay do not earn sick leave, or vacation leave credit. Additionally, they do not qualify for paid holidays or other benefits that require an employee to be in active pay status.

Section 21.04. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee. Such action may also result in disciplinary action up to or including termination.

Section 21.05. Reinstatement from Leave. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. (If the employee would have been laid off the employee shall be placed on the recall list for his or her classification if the recall list is still in effect.) An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work immediately upon expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

Section 21.06. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military service.

Section 21.07. Jury and Witness Leave. An employee who is:

- A. called for jury duty;
- B. subpoenaed as a witness in a case in which he is not a party;
- C. a party in an action related to his employment in which his interest is not adverse to that of Belmont County

shall be granted full pay for regularly scheduled working hours.

Employees released from court or jury duty prior to the end of their scheduled work day shall report to work for the remaining hours of their shift unless other arrangements have been made with the Department Head. The time an employee spends at court jury duty or court service shall be considered hours worked for purposes of calculating overtime, unless such court time is directly related or is an integral part of the employee's work duties. Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his or her regular scheduled working days.

Section 21.08. The Employer will comply with applicable provisions of the Family and Medical Leave Act (FMLA) for employees in the bargaining unit, per the Commissioners' policies governing their employees.

Section 21.09. Union Leave. Each of the elected representatives of the unit shall be granted up to eighty (80) hours of unpaid time off for the purpose of educational and internal union business each calendar year. However, vacation leave or leave without pay may be used at the employee's option. Each representative shall provide the employer with at least two (2) weeks' notice ahead of using the time allotted in this provision.

Section 21.10. Bereavement Leave. In the event of the death of member of the employee's immediate family, the employee shall be granted leave with pay for a maximum of three (3) days. The employee may also take two additional days charged to sick leave.

ARTICLE 22

SICK LEAVE

Section 22.01. Crediting of Sick Leave. Sick leave credit shall be earned in accordance with R.C. 124.38. Unused sick leave shall accumulate without limit.

Section 22.02. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with Article 24.01 of this Agreement.

Section 22.03. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-half (½) hour. Employees on paid sick leave shall be considered on active pay status and as time worked for the purpose of computing overtime.

Section 22.04. Uses of Sick Leave.

- A. Sick leave may be requested for:
 1. Illness, injury, or pregnancy-related condition of the employee.
 2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
 3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.
 4. Death of a member of the employee's immediate family. Such usage shall be limited to two (2) days beyond the bereavement leave benefit found in Section 21.10.
 5. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
 6. Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.
- B. Definition of immediate family: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of a parent (loco parentis).

Section 22.05. Evidence Required for Sick Leave Usage. The Employer shall require an employee to complete a leave form. For any illness exceeding three (3) days a doctor's certificate shall be required. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal. Any documentation that contains protected information shall be submitted directly to the County Human Resources Department.

Section 22.06. Notification by Employees. When an employee is unable to report to work, he shall notify his/her immediate supervisor or other designated person no later than one-half (½) hour after the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible.

Section 22.07. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud may result in dismissal and may result in refund of salary or wages paid.

Section 22.08. Physician's Statement. If medical attention is required, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

Section 22.09. Physician's Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of such examination shall be paid by the Employer.

Section 22.10. Sick Leave Conversion.

- A. A County employee, with ten (10) years of service who retires in accordance with the provisions of PERS or any retirement plan offered by the state, shall be paid one-fourth (¼) of the value of his or her earned but unused leave credit. The maximum of such payment, however, shall be for thirty (30) days of sick leave.
- B. Such payment shall be based on the employee's hourly rate of pay at the time of retirement.
- C. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.
- D. Eligible County employees retiring from active service shall request such payment in writing, in order to initiate the payment process.
- E. The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph A above. Such payment shall be made in accordance with Section 2133.04 ORC, or paid to the employee's estate.

**ARTICLE 23
HOLIDAYS**

Section 23.01. All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday in May
Juneteenth	Nineteenth day of June
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	Twenty-fifth day of December

Section 23.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. If the Board of Commissioners closed the courthouse to observe a holiday, bargaining unit employees shall receive the same benefit.

Section 23.03. If a full-time employee is required to work on one of the recognized holidays, he or she shall receive time and one-half (½) for all hours worked, plus one (1) full day holiday pay. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 23.04. A full-time bargaining unit employee shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.1 when no work is performed on such holiday.

**ARTICLE 24
VACATION**

Section 24.01. Forty (40) hour per week full-time bargaining unit employees are eligible for paid vacation leave according to the following eligibility guidelines:

After 6 months' service	40 hours vacation (3.1 hours per pay period)
After 1 year service	80 hours vacation (3.1 hours per pay period)
After 5 years' service	120 hours vacation (4.6 hours per pay period)
After 13 years' service	160 hours vacation (6.2 hours per pay period)
After 20 years' service	200 hours vacation (7.7 hours per pay period)

Vacation leave shall only be accumulated while an employee is in active pay status. Full-time employees who are in active pay status for less than their number of regularly scheduled hours in any pay period will have their vacation accrual prorated for the pay period.

Section 24.02. The Employer may require that vacations be pre-selected prior to the beginning of each calendar year. Otherwise, each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker.

Section 24.03. All vacation scheduling is subject to prior approval of the Employer.

Section 24.04. Effective upon execution of this Agreement, an employee shall not be permitted to carry over more than one (1) year of vacation leave. An employee may request to cash-in up to forty (40) hours vacation annually provided the Employee maintains at least one year's accrual. Such request must be submitted to the Employer by November 15 of each year.

Section 24.05. No employee will be entitled to vacation leave under any circumstances until he or she has completed six (6) months' of employment with the County.

Section 24.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 24.07. Employees will receive credit for prior service with the state or any political subdivision of the State of Ohio in accordance with Section 9.44 ORC, subject to Section 124.34 ORC.

**ARTICLE 25
INSURANCE**

Section 25.01. Full time bargaining unit employees shall be offered the same health insurance benefits/plan options as all other Belmont County Board of Commissioners' non-bargaining unit employees, subject to the same eligibility requirements, deductibles, co-pays, conditions, premium contributions, etc. as established by the Belmont County Board of Commissioners, as the same are amended from time to time.

Section 25.02. Eligible employees will be afforded their rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 as the same is amended from time to time.

Section 25.03. The Employer, or the County as appropriate, reserves sole discretion to amend:

- A. The plan(s); or
- B. Any amount the Employer, the County, or any employee or other person covered under a plan is required pay under or toward the plan(s);

to avoid employer (or related party) penalties (fines, taxes, loss of funding, or other penalties) under applicable state or national laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable to an employee or a person covered under the plan(s).

**ARTICLE 26
LIABILITY INSURANCE**

Section 26.01. Subject to the terms of the contract with the carrier employees in the bargaining unit will be covered by the county-wide liability insurance.

**ARTICLE 27
WAGES**

Section 27.01. The wages increases are as follows: 2025, classifications identified in the Appendix A shall receive \$1.35 an hour adjustment. All classifications will receive 4%, 2026 (3.25%), and 2027 (3.00%) are attached as Appendix B, Appendix C, and Appendix D respectively. Each scale shall become effective in the first full pay period after January 1st of the respective year.

Section 27.02. The parties agree to the following longevity schedule:

YEARS OF SERVICE	DOLLARS PER HOUR
4	\$0.12
5	\$0.12
6	\$0.12
7	\$0.26
8	\$0.20
9	\$0.14
10	\$0.14
11	\$0.14
12	\$0.14

13	\$0.13
14	\$0.10
15	\$0.10
16	\$0.10
17	\$0.10
18	\$0.10
19	\$0.10
20	\$0.10
21	\$0.10
22	\$0.10
23	\$0.10
24	\$0.10
25+	\$0.10

The above schedule is for bargaining unit members employed as January 1, 2025. Employees hired after this date will not be eligible for longevity.

**ARTICLE 28
SEVERABILITY CLAUSE**

Section 28.01. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

Section 28.02. In the event that any provision of this Agreement is determined invalid, the parties shall meet as soon as is practical, but not later than thirty (30) days, in an effort to negotiate a legal alternative provision on the same subject matter.

**ARTICLE 29
WAIVER IN CASE OF EMERGENCY**

Section 29.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Belmont County Commissioners, the Federal or State legislature, such as acts of God or civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and
- B. all work rules and/or agreements and practices relating to the assignment of all Department employees.

Section 29.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**ARTICLE 30
INCLEMENT WEATHER**

Section 30.01.

- A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee's normal day.

Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. Level I Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.
2. Level II Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work.
3. Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

The above snow emergency levels declared by a sheriff should not be confused with a "State of Emergency" which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.

- B. During a countywide emergency, employees shall comply with the following:
 1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.
 2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his/her sick leave or vacation account charged accordingly.
 3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee's scheduled number of work hours.)
 4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.
- C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor's direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.
- D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his/her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

**ARTICLE 31
SAFETY TIMEOUT**

Section 31.1. If at any time a member feels the need to stop a job for reason of an unsafe condition that presents an imminent danger of death or serious harm, they may do so without retribution. If a member calls a safety timeout, work shall stop immediately, and a discussion shall take place between the crew and their supervisor as to what needs done to correct the situation.

If the issue isn't resolved to the member's satisfaction the supervisor will refer the matter to the Director or his designee. The decision of the Director or his designee will be final. Should the employee still feel that conditions present an imminent danger of death or serious harm, a qualified and willing employee will be selected to complete the work.

Section 31.2. All employees will be provided safety training on a yearly basis unless required by law to complete more frequently. Examples of this training may include but not limited to, CPR, first aid, ditch safety, confined space, etc. The Employer will determine what training is appropriate.

Section 31.3 All vehicles will have first aid kits that are inspected and refilled on an annual basis. Employees will be provided with refill items as needed.

ARTICLE 32
UNIFORMS AND TOOLS

Section 32.1. The County shall furnish all uniforms to employees whose job requires the use of them. Further the County shall provide all tools necessary to each employee for use in the performance of their duties.

Section 32.2. The Employer shall provide a yearly uniform/boot payment to all bargaining unit employees whose job duties require the use of boots and other clothing not provided by the Employer. This payment of four hundred fifty (\$450) dollars will be paid the first full pay period in January of each year of the agreement. Should an employee leave the Employer after receiving their yearly payment, they will reimburse the Employer the pro-rated amount for that year.

ARTICLE 33
LICENSE AND CONTINUING EDUCATION

Section 33.01. The Employer shall pay for required continuing education as it relates to “contact hours” for EPA licensure and licensing renewal fees. If the continuing education is during the employees scheduled work hours, the employee will be paid such time.

Section 33.02. The Employer shall reimburse employees for taking their EPA certification tests. Even if the employee fails the test, the Employer will reimburse for one failure at each certification level. The Employer will continue the practice of reimbursing for successful certification tests.

Section 33.03 The Employer shall reimburse bargaining unit members who renew their CDL if a CDL is required for their position.

ARTICLE 34
PARENTAL LEAVE

Section 34.01. Parental Leave shall be used in accordance with County policy.

ARTICLE 35
PERSONAL LEAVE

Section 35.01 Each calendar year if an employee uses less than twenty-four (24) hours of sick leave the employee shall receive sixteen (16) hours of personal leave to be used in the following year. If an employee uses less than forty (40) hours of sick leave in each calendar year the employee shall receive eight (8) hours of personal leave to be used in the following year. Personal leave shall be used in eight (8) hour increments. Any use of sick leave will be counted toward the total amount of sick leave used for the purposes of this Article.

ARTICLE 36
DURATION OF AGREEMENT

Section 36.01. This Agreement shall be effective January 1, 2025 and shall remain in full force and effect until midnight, December 31, 2027.

Section 36.02. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations upon receiving notice of intent.

Section 36.03. Should either party desire to terminate this Agreement they shall give written notice by certified mail to the other party, ten (10) days in advance of the desired termination date which shall not be before the termination date provided for in Section 35.01.

Section 36.04. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 36.05. This Agreement and all associated Memorandums of Understanding constitute the entire Agreement between the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 18th day of December, 2024 FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Jerry Echemann /s/

Jerry Echemann, President

J. P. Dutton /s/

J.P. Dutton, Commissioner

Josh Meyer /s/

Josh Meyer, Commissioner

Kelly Porter /s/

Kelly Porter, Director

Hannah Warrington /s/

Hannah Warrington, Human Resources

FOR UWUA:

Greg Adams /s/

UWUA Representative

Josh Gramlich /s/

Bargaining Committee Member

John Yeager /s/

Bargaining Committee Member

Dave McMillen /s/

Bargaining Committee Member

Mike Wonski /s/

Bargaining Committee Member

Bargaining Committee Member

APPROVED AS TO FORM:

Jacob Manning /s/

Jacob Manning, Assistant County Prosecutor

APPENDIX A
CLASSIFICATIONS RECEIVING ADJUSTMENT

- Water Plant Operator in Training
- Wastewater Plant Operator in Training
- Collection System Supervisor
- Collection System Operator
- Collection System Operator I
- Collection System Operator II
- Wastewater Pump Technician
- Wastewater Pump Technician I
- Wastewater Pump Technician II

- Accounts Billing, Receiving, or Payable Clerk
- Accounts Billing, Receiving, or Payable Lead Clerk
- Draftsman
- Draftsman I
- Draftsman II
- Utility Worker
- Utility Worker I
- Utility Worker II
- Equipment Operator
- Equipment Operator I
- Equipment Operator II
- Crew Lead
- Locator
- Locator I
- Locator II
- Mechanic
- Master Mechanic
- Master Mechanic I
- Master Mechanic II
- Mechanic/Distribution Maintenance
- Mechanic/Distribution Maintenance I
- Mechanic/Distribution Maintenance II
- General Secretary

**APPENDIX B
2025 WAGE SCALE**

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$20.23
	TOP TIER	\$20.81
WATER PLANT OPERATOR I	STARTING	\$24.70
	TOP TIER	\$25.29
WATER PLANT OPERATOR II	STARTING	\$27.06
	TOP TIER	\$27.64
WATER PLANT OPERATOR III	STARTING	\$30.01
	TOP TIER	\$30.59
CHIEF WATER PLANT OPERATOR III	STARTING	\$32.95
	TOP TIER	\$33.53
WASTEWATER PLANT OPERATOR IN TRAINING	STARTING	\$20.53
	TOP TIER	\$21.11
WASTEWATER PLANT OPERATOR I	STARTING	\$24.13
	TOP TIER	\$24.70
WASTEWATER PLANT OPERATOR II	STARTING	\$26.48
	TOP TIER	\$27.06
WASTEWATER PLANT OPERATOR III	STARTING	\$29.41
	TOP TIER	\$30.01
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$32.35
	TOP TIER	\$32.95
COLLECTION SYSTEM SUPERVISOR	STARTING	\$26.10
	TOP TIER	\$26.70
COLLECTION SYSTEM	STARTING	\$20.53

OPERATOR	TOP TIER	\$21.11
COLLECTION SYSTEM OPERATOR I (\$1.50 ABOVE TOP TIER COLLECTION SYSTEM OPERATOR)	STARTING	\$22.61
COLLECTION SYSTEM OPERATOR II (\$2.00 ABOVE TOP TIER COLLECTION SYSTEM OPERATOR I)	STARTING	\$24.61
WASTEWATER PUMP TECHNICIAN	STARTING	\$21.68
	TOP TIER	\$22.26
WASTEWATER PUMP TECHNICIAN I (\$1.50 ABOVE TOP TIER WASTEWATER PUMP TECHNICIAN)	STARTING	\$23.76
WASTEWATER PUMP TECHNICIAN II (\$2.00 ABOVE TOP TIER WASTEWATER PUMP TECHNICIAN I)	STARTING	\$25.76
CREW LEADER	STARTING	\$27.28
	TOP TIER	\$27.88
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$20.81
	TOP TIER	\$21.40
MECHANIC/DISTRIBUTION MAINTENANCE I (\$1.50 ABOVE TOP TIER MECHANIC/DISTRIBUTION MAINTENANCE)	STARTING	\$22.90
MECHANIC/DISTRIBUTION MAINTENANCE II (\$2.00 ABOVE TOP TIER MECHANIC/DISTRIBUTION MAINTENANCE I)	STARTING	\$24.90
MECHANIC	STARTING	\$20.81
	TOP TIER	\$21.40
MASTER MECHANIC	STARTING	\$24.94
	TOP TIER	\$25.53
MASTER MECHANIC I	STARTING	\$26.70
	TOP TIER	\$27.28
MASTER MECHANIC II	STARTING	\$29.05
	TOP TIER	\$29.65
DRAFTSMAN	STARTING	\$21.40
	TOP TIER	\$22.00
DRAFTSMAN I	STARTING	\$23.17

DRAFTSMAN I	TOP TIER	\$23.76
DRAFTSMAN II	STARTING	\$25.53
	TOP TIER	\$26.10
LOCATOR	STARTING	\$21.40
	TOP TIER	\$22.00
LOCATOR I (\$1.50 ABOVE TOP TIER LOCATOR)	STARTING	\$23.50
LOCATOR II (\$2.00 ABOVE TOP TIER LOCATOR I)	STARTING	\$25.50
GENERAL SECRETARY	STARTING	\$19.65
	TOP TIER	\$20.23
ACCOUNTS BILLING CLERK	STARTING	\$19.65
	TOP TIER	\$20.23
ACCOUNTS RECEIVING CLERK	STARTING	\$19.65
	TOP TIER	\$20.23
ACCOUNTS PAYABLE CLERK	STARTING	\$19.65
	TOP TIER	\$20.23
ACCOUNTS BILLING LEAD CLERK	STARTING	\$20.81
	TOP TIER	\$21.40
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$20.81
	TOP TIER	\$21.40
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$20.81
	TOP TIER	\$21.40
UTILITY WORKER	STARTING	\$20.23
	TOP TIER	\$20.81
UTILITY WORKER I (\$1.50 ABOVE TOP TIER UTILITY WORKER)	STARTING	\$22.31
UTILITY WORKER II (\$2.00 ABOVE TOP TIER UTILITY WORKER I)	STARTING	\$24.31
EQUIPMENT OPERATOR	STARTING	\$22.58
	TOP TIER	\$23.17
EQUIPMENT OPERATOR I (\$1.50 ABOVE TOP TIER EQUIPMENT OPERATOR)	STARTING	\$24.67
EQUIPMENT OPERATOR II (\$2.00 ABOVE TOP TIER EQUIPMENT OPERATOR I)	STARTING	\$26.67

**APPENDIX C
2026 WAGE SCALE**

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$20.89
	TOP TIER	\$21.49
WATER PLANT OPERATOR I	STARTING	\$25.69
	TOP TIER	\$26.30
WATER PLANT OPERATOR II	STARTING	\$28.14
	TOP TIER	\$28.75
WATER PLANT OPERATOR III	STARTING	\$31.21
	TOP TIER	\$31.81
CHIEF WATER PLANT OPERATOR III	STARTING	\$34.27
	TOP TIER	\$34.87
WASTEWATER PLANT OPERATOR IN TRAINING	STARTING	\$21.20
	TOP TIER	\$21.80
WASTEWATER PLANT OPERATOR I	STARTING	\$24.91
	TOP TIER	\$25.50
WASTEWATER PLANT OPERATOR II	STARTING	\$27.34
	TOP TIER	\$27.94
WASTEWATER PLANT OPERATOR III	STARTING	\$30.37
	TOP TIER	\$30.99
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$33.41
	TOP TIER	\$34.02
COLLECTION SYSTEM SUPERVISOR	STARTING	\$26.95
	TOP TIER	\$27.56
COLLECTION SYSTEM OPERATOR	STARTING	\$21.20
	TOP TIER	\$21.80
COLLECTION SYSTEM OPERATOR I (\$1.50 ABOVE TOP TIER COLLECTION SYSTEM OPERATOR)	STARTING	\$23.30
COLLECTION SYSTEM OPERATOR II (\$2.00 ABOVE TOP TIER COLLECTION SYSTEM OPERATOR I)	STARTING	\$25.30
WASTEWATER PUMP TECHNICIAN	STARTING	\$22.33
	TOP TIER	\$22.93
WASTEWATER PUMP TECHNICIAN I (\$1.50 ABOVE TOP TIER WASTEWATER PUMP TECHNICIAN)	STARTING	\$24.43

WASTEWATER PUMP TECHNICIAN II (\$2.00 ABOVE TOP TIER WASTEWATER PUMP TECHNICIAN I)	STARTING	\$26.43
CREW LEADER	STARTING	\$28.17
	TOP TIER	\$28.79
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$21.49
	TOP TIER	\$22.10
MECHANIC/DISTRIBUTION MAINTENANCE I (\$1.50 ABOVE TOP TIER MECHANIC/ DISTRIBUTION MAINTENANCE)	STARTING	\$23.60
MECHANIC/DISTRIBUTION MAINTENANCE II (\$2.00 ABOVE TOP TIER MECHANIC/ DISTRIBUTION MAINTENANCE I)	STARTING	\$25.60
MECHANIC	STARTING	\$21.49
	TOP TIER	\$22.10
MASTER MECHANIC	STARTING	\$25.75
	TOP TIER	\$26.36
MASTER MECHANIC I	STARTING	\$27.57
	TOP TIER	\$28.17
MASTER MECHANIC II	STARTING	\$29.99
	TOP TIER	\$30.61
DRAFTSMAN	STARTING	\$22.10
	TOP TIER	\$22.71
DRAFTSMAN I	STARTING	\$23.92
	TOP TIER	\$24.54
DRAFTSMAN II	STARTING	\$26.36
	TOP TIER	\$26.95
LOCATOR	STARTING	\$22.10
	TOP TIER	\$22.71
LOCATOR I (\$1.50 ABOVE TOP TIER LOCATOR)	STARTING	\$24.21
LOCATOR II (\$2.00 ABOVE TOP TIER LOCATOR I)	STARTING	\$26.21
GENERAL SECRETARY	STARTING	\$20.28
	TOP TIER	\$20.89
ACCOUNTS BILLING CLERK	STARTING	\$20.28
	TOP TIER	\$20.89
ACCOUNTS RECEIVING CLERK	STARTING	\$20.28
	TOP TIER	\$20.89
ACCOUNTS PAYABLE CLERK	STARTING	\$20.28
	TOP TIER	\$20.89

ACCOUNTS BILLING LEAD CLERK	STARTING	\$21.49
	TOP TIER	\$22.10
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$21.49
	TOP TIER	\$22.10
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$21.49
	TOP TIER	\$22.10
UTILITY WORKER	STARTING	\$20.89
	TOP TIER	\$21.49
UTILITY WORKER I (\$1.50 ABOVE TOP TIER UTILITY WORKER)	STARTING	\$22.99
UTILITY WORKER II (\$2.00 ABOVE TOP TIER UTILITY WORKER I)	STARTING	\$24.99
EQUIPMENT OPERATOR	STARTING	\$23.31
	TOP TIER	\$23.92
EQUIPMENT OPERATOR I (\$1.50 ABOVE TOP TIER EQUIPMENT OPERATOR)	STARTING	\$25.42
EQUIPMENT OPERATOR II (\$2.00 ABOVE TOP TIER EQUIPMENT OPERATOR I)	STARTING	\$27.42

**APPENDIX D
2027 WAGES**

CLASSIFICATION	STEP	HOURLY BASE RATE OF PAY
WATER PLANT OPERATOR IN TRAINING	STARTING	\$21.51
	TOP TIER	\$22.13
WATER PLANT OPERATOR I	STARTING	\$26.46
	TOP TIER	\$27.09
WATER PLANT OPERATOR II	STARTING	\$28.99
	TOP TIER	\$29.61
WATER PLANT OPERATOR III	STARTING	\$32.15
	TOP TIER	\$32.76
CHIEF WATER PLANT OPERATOR III	STARTING	\$35.29
	TOP TIER	\$35.92
WASTEWATER PLANT OPERATOR IN TRAINING	STARTING	\$21.83
	TOP TIER	\$22.45
WASTEWATER PLANT OPERATOR I	STARTING	\$25.66
	TOP TIER	\$26.27
WASTEWATER PLANT OPERATOR II	STARTING	\$28.16
	TOP TIER	\$28.78
WASTEWATER PLANT OPERATOR III	STARTING	\$31.28
	TOP TIER	\$31.92
CHIEF WASTEWATER PLANT OPERATOR III	STARTING	\$34.41
	TOP TIER	\$35.04
COLLECTION SYSTEM SUPERVISOR	STARTING	\$27.76
	TOP TIER	\$28.39
COLLECTION SYSTEM OPERATOR	STARTING	\$21.83
	TOP TIER	\$22.45
COLLECTION SYSTEM OPERATOR I (\$1.50 ABOVE TOP TIER COLLECTION SYSTEM OPERATOR)	STARTING	\$23.95
COLLECTION SYSTEM OPERATOR II (\$2.00 ABOVE TOP TIER COLLECTION SYSTEM OPERATOR I)	STARTING	\$25.95
WASTEWATER PUMP TECHNICIAN	STARTING	\$23.00
	TOP TIER	\$23.61
WASTEWATER PUMP TECHNICIAN I (\$1.50 ABOVE TOP TIER WASTEWATER PUMP TECHNICIAN)	STARTING	\$25.11

WASTEWATER PUMP TECHNICIAN II (\$2.00 ABOVE TOP TIER WASTEWATER PUMP TECHNICIAN I)	STARTING	\$27.11
CREW LEADER	STARTING	\$29.01
	TOP TIER	\$29.65
MECHANIC/DISTRIBUTION MAINTENANCE	STARTING	\$22.13
	TOP TIER	\$22.76
MECHANIC/DISTRIBUTION MAINTENANCE I (\$1.50 ABOVE TOP TIER MECHANIC/ DISTRIBUTION MAINTENANCE)	STARTING	\$24.26
MECHANIC/DISTRIBUTION MAINTENANCE II (\$2.00 ABOVE TOP TIER MECHANIC/ DISTRIBUTION MAINTENANCE I)	STARTING	\$26.26
MECHANIC	STARTING	\$22.13
	TOP TIER	\$22.76
MASTER MECHANIC	STARTING	\$26.52
	TOP TIER	\$27.15
MASTER MECHANIC I	STARTING	\$28.40
	TOP TIER	\$29.01
MASTER MECHANIC II	STARTING	\$30.89
	TOP TIER	\$31.53
DRAFTSMAN	STARTING	\$22.76
	TOP TIER	\$23.39
DRAFTSMAN I	STARTING	\$24.64
	TOP TIER	\$25.27
DRAFTSMAN II	STARTING	\$27.15
	TOP TIER	\$27.76
LOCATOR	STARTING	\$22.76
	TOP TIER	\$23.39
LOCATOR I (\$1.50 ABOVE TOP TIER LOCATOR)	STARTING	\$24.89
LOCATOR II (\$2.00 ABOVE TOP TIER LOCATOR I)	STARTING	\$26.89
GENERAL SECRETARY	STARTING	\$20.89
	TOP TIER	\$21.51
ACCOUNTS BILLING CLERK	STARTING	\$20.89
	TOP TIER	\$21.51
ACCOUNTS RECEIVING CLERK	STARTING	\$20.89
	TOP TIER	\$21.51
ACCOUNTS PAYABLE CLERK	STARTING	\$20.89
	TOP TIER	\$21.51

ACCOUNTS BILLING LEAD CLERK	STARTING	\$22.13
	TOP TIER	\$22.76
ACCOUNTS PAYABLE LEAD CLERK	STARTING	\$22.13
	TOP TIER	\$22.76
ACCOUNTS RECEIVING LEAD CLERK	STARTING	\$22.13
	TOP TIER	\$22.76
UTILITY WORKER	STARTING	\$21.51
	TOP TIER	\$22.13
UTILITY WORKER I (\$1.50 ABOVE TOP TIER UTILITY WORKER)	STARTING	\$23.63
UTILITY WORKER II (\$2.00 ABOVE TOP TIER UTILITY WORKER I)	STARTING	\$25.63
EQUIPMENT OPERATOR	STARTING	\$24.01
	TOP TIER	\$24.64
EQUIPMENT OPERATOR I (\$1.50 ABOVE TOP TIER EQUIPMENT OPERATOR)	STARTING	\$26.14
EQUIPMENT OPERATOR II (\$2.00 ABOVE TOP TIER EQUIPMENT OPERATOR I)	STARTING	\$28.14

Upon roll call the vote was as follows:

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

RECESS

Reconvened Monday, December 23, 2024 at 3:21 p.m. with Commissioners Echemann, Meyer and Dutton present.

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000	E-0021-A002-E02.002	\$304.42
E-0051-A001-A50.000	E-0021-A002-E09.003	\$42.70
E-0051-A001-A50.000	E-0040-A002-G08.003	\$1,434.13
E-0051-A001-A50.000	E-0042-A002-J00.002	\$614.40
E-0051-A001-A50.000	E-0042-A002-J02.003	\$304.87
E-0051-A001-A50.000	E-0052-A001-A90.002	\$589.33
E-0051-A001-A50.000	E-0052-A001-A91.003	\$1,720.50
E-0051-A001-A50.000	E-0058-A006-F02.003	\$58.21
E-0051-A001-A50.000	E-0059-A009-A00.002	\$1,147.17
E-0051-A001-A50.000	E-0059-A009-A01.003	\$271.45
E-0051-A001-A50.000	E-0061-A002-B14.003	\$505.89
E-0051-A001-A50.000	E-0063-A002-B28.003	\$644.13
E-0051-A001-A50.000	E-0081-A002-D10.003	\$192.80
E-0051-A001-A50.000	E-0111-A001-E09.003	\$2,048.25
E-0051-A001-A50.000	E-0121-A006-B09.003	\$1,096.36
E-0051-A001-A50.000	E-0131-A006-A03.002	\$277,099.01

E-0051-A001-A50.000	E-0131-A006-A13.003	\$19,542.34
E-0051-A001-A50.000	E-0131-A006-A26.000	\$11,943.31
E-0051-A001-A50.000	E-0256-A014-A07.005	\$7,853.14
E-0051-A001-A50.000	E-0256-A014-A09.006	\$878.25
E-0051-A001-A51.000 Oil & Gas-Commrs	E-0257-A015-A15.074 Transfers Out	\$1,300,000.00

VARIOUS FUNDS

FROM	TO	AMOUNT
E-1600-B000-B07.000	E-1600-B000-B08.003	\$3,475.11
E-1600-B000-B07.000	E-1600-B000-B09.004	\$1,332.31
E-2210-E001-E02.010	E-2210-E001-E10.003	\$1,851.30
E-2812-K000-K13.012	E-2812-K000-K19.005	\$667.45
E-2812-K000-K13.012	E-2812-K000-K21.003	\$958.14
E-1815-L005-L01.002	E-1815-L005-L11.003	\$199.20
E-3702-P005-P21.000	E-3702-P005-P31.000	\$74,790.74
E-9799-S012-S04.010	E-9799-S012-S08.003	\$1,957.54
E-9799-S012-S04.010	E-9799-S012-S09.004	\$17.41
E-0910-S033-S33.002	E-0910-S033-S44.003	\$4,215.74
E-0910-S033-S33.002	E-0910-S033-S45.004	\$1,854.06
E-0910-S033-S33.002	E-0910-S033-S47.006	\$1,724.06
E-2310-S049-S52.012	E-2310-S049-S60.003	\$1,784.92
E-1545-S055-S03.000	E-1545-S055-S02.002	\$2,094.21
E-2410-S066-S80.000	E-2410-S066-S77.004	\$6,539.16
E-1520-S077-S01.002	E-1520-S077-S02.005	\$3.41
E-1520-S077-S01.002	E-1520-S077-S03.003	\$145.62
E-9720-W020-W07.010	E-9720-W020-W04.004	\$114.28
E-1510-W081-P01.002	E-1510-W081-P07.006	\$7,851.26
E-1498-W098-W23.002	E-1498-W098-W20.000	\$2,000.00

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:

A00 GENERAL FUND AND N54 COURTHOUSE PLAZA IMPROVEMENT FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9054-N054-N01.574 Transfers In	\$1,300,000.00

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 January 03, 2024 date:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas-Commrs	\$1,300,000.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROMOTION OF HANNAH WARRINGTON FROM FULL-TIME HR ADMINISTRATIVE ASSISTANT TO FULL-TIME HR MANAGER

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the promotion of Hannah Warrington from full-time HR Administrative Assistant to full-time HR Manager, pay grade 12, minimum step, effective December 15, 2024.

Upon roll call the vote was as follows:

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

Belmont County Animal Shelter-Mr. Echemann announced the intention to construct a new animal shelter. The Commissioners started working with TC Architect about eighteen months ago. The estimated cost of a new shelter is approximately \$5 million.

RECESS

**Reconvened Monday, December 30, 2024 at 9:04 a.m. with Commissioners Echemann and Dutton present.
Absent: Commissioner Meyer**

A RESOLUTION DIRECTING A PORTION OF THE COUNTY’S CORONAVIRUS LOCAL FISCAL RECOVERY FUND PAYMENT TO MAKING A NECESSARY INVESTMENT IN SEWER INFRASTRUCTURE TO THE PENNWOOD SEWAGE PACKAGE PLANT WITHIN BELMONT COUNTY, OHIO, WITH SUCH EXPENDITURES INCURRED ON OR AFTER MARCH 3, 2021, AND ENDING DECEMBER 31, 2024

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 (“ARPA”), appropriated Coronavirus Local Fiscal Recovery Fund (“Fund”) payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA’s Fund methodology, the County of Belmont, Ohio (the “County”) was allocated approximately \$13,015,130.00 (the “Fund Payment”) to “mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)”; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury (“Treasury Department”) is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, “Criteria”); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County’s various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 (“Covered Period”); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds’ Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, “Guidance”), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to include making necessary investments in water, sewer, and broadband infrastructure; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio, intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022.

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

SECTION 1. That the Board of Commissioners hereby declares that it is making a necessary investment in sewer infrastructure to use the County’s Fund Payment to improve the Pennwood Sewage Package Plant infrastructure within Belmont County, Ohio, and as such duly authorizes entering into the Subgrant Agreement in substantial form as attached hereto as EXHIBIT A and to take such other action as necessary or advisable in furtherance thereof. This Board’s decision that such expenditures are appropriate by virtue of charging to the County’s Fund Payment is based on the consideration that the County is making a necessary investment in sewer infrastructure, namely: replacing the effluent sand filter beds; repairing the sludge holding aeration tanks; repairing the clarifier tanks; replacing pumps and blowers; and electrical work, all in accordance with 31 C.F.R. 35.6(e)(1).

SECTION 2. That the use of the County’s Fund Payment for the expenditures authorized by this resolution shall not exceed \$394,477.00 and shall be paid from the Fund Payment and from any other funds that are appropriated for this purpose as determined by the County Treasurer.

SECTION 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio’s Sunshine Laws, including Section 121.22 of the Revised Code.

Commissioner Echemann moved and Commissioner Dutton seconded the foregoing resolution, and the roll being called on its adoption, the vote resulted as follows:

Ayes: Mr. Echemann ; Mr. Dutton ; _____

Nays: _____ ; _____ ; _____

Attest: Bonnie Zuzak /s/ _____

Clerk

IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BY AND BETWEEN THE BELMONT COUNTY BOARD OF COMMISSIONERS AND THE BELMONT COUNTY WATER AND SEWER DISTRICT

SUBGRANT AGREEMENT

Title: American Rescue Plan Act – Coronavirus Local Fiscal Recovery Fund

Funding Organization: U.S. Department of Treasury

Prime Recipient: County of Belmont, Ohio

Assistance Listing Number and Grant Name: 21.027 – Coronavirus State and Local Fiscal Recovery Fund

Grantor: Belmont County Board of Commissioners, Belmont County, Ohio

Subgrantee: Belmont County Water and Sewer District

Payment Method: Direct payment of procured vendors, per Subgrantee’s approval of invoices

THIS SUBGRANT AGREEMENT (“Agreement”) is made as of December 30, 2024 (the “Effective Date”), by and between the Belmont County Board of Commissioners, Belmont County, State of Ohio (the “Board”), and the Belmont County Water and Sewer District (“Subgrantee”, and with the Board both of which may be referenced herein as the “Parties” and each a “Party”).

RECITALS:

WHEREAS, the Board is directing the use of federal stimulus it has received from the U.S. Treasury Secretary to fund, at least in part, projects, services, and/or the purchase of goods under this Agreement, pursuant to American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 (“ARPA”), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund; and,

WHEREAS, under the ARPA’s funding methodology, Belmont County (the “County”) was allocated \$13,015,130.00 (the “ARPA Funds”) to “mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)”; and,

WHEREAS, the ARPA and its supporting U.S. Treasury guidance provide that ARPA Funds may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the “Eligibility Criteria”); and,

WHEREAS, the Board desires to provide ARPA Funds to Subgrantee for the purpose of making necessary investment in water and sewer infrastructure (the "Project"), and all determinations as to the eligible use of funds hereunder are at the sole discretion of the Board, pursuant to certain advice it has received from its legal counsel, which is attached hereto as EXHIBIT A; and,

WHEREAS, Subgrantee is an Ohio political subdivision and as such is an eligible transferee under the ARPA to carry-out the Project, which represents federally funded programming of the County, all pursuant to Title IX, Sec. 602(c)(3) and Sec. 603(c)(3); and,

WHEREAS, Subgrantee has proposed the means of accomplishing such Project at a total budgeted cost of Three Hundred Ninety-Four Thousand Four Hundred Seventy-Seven Dollars and Zero Cents (\$394,477.00), comprised of the following improvements to the Pennwood Sewage Package Plant: replacing the effluent sand filter beds; repairing the sludge holding aeration tanks; repairing the clarifier tanks; replacing pumps and blowers; and electrical work (the "Project"); and,

WHEREAS, the Parties acknowledge the Subgrantee's Project under this Agreement is eligible for reimbursement by the County from its ARPA Funds, to wit: to make necessary investments in water, sewer, or broadband infrastructure, pursuant to 31 CFR 35.6(e)(1); and,

WHEREAS, the Board, by and through its legal counsel, has reviewed Subgrantee's Project in relation to U.S. Treasury guidance concerning ARPA, the ARPA Funds, and the Eligibility Criteria, and has determined the Project is an allowable expenditure of the County's federal stimulus allocation, subject to the terms and conditions set forth herein; and,

WHEREAS, the Subgrantee has the requisite personnel, facilities, and equipment available to execute the Project; and,

WHEREAS, the Board and Subgrantee desire to enter into this Agreement for Subgrantee's Project, all in accordance with Ohio law, the terms and conditions of this Agreement, and the federal procurement requirements restated as "Contract Provisions for Non-Federal Entity Contracts under Federal Award" attached hereto and incorporated herein as EXHIBIT C. Said Contract Provisions for Non-Federal Entity Contracts under Federal Award set forth herein must be included as terms and conditions in any subcontract entered into by and between the Subgrantee and contractor(s) it engages in pursuit of the Project.

NOW, THEREFORE, the Board and the Subgrantee acknowledge the receipt and sufficiency of valid consideration for this Agreement and agree as follows:

ARTICLE I TERM OF CONTRACT

1.1 The term of this Agreement shall commence on the Effective Date and continue through December 31, 2026, unless otherwise terminated earlier as provided below (the "Term").

ARTICLE II DUTIES OF THE SUBGRANTEE

2.1 The Subgrantee shall cause the Project to be carried-out. The Subgrantee shall review and approve-to-pay all duly submitted invoiced requests for payment from its procured vendors and submit as such to the Board for payment pursuant to Article III of this Agreement. The Subgrantee has no authority to enter into contracts or agreements on behalf of the Board. The Board may, at its discretion, provide the Subgrantee with direction as to the Project, but the Subgrantee is solely responsible for determining the means and methods of performing the Project.

2.2 The Board and the Subgrantee agree that they may amend, in writing, from time to time, the scope of the Project. The Parties acknowledge and agree the Project to be performed under this Agreement is not in the nature of legal or accounting services.

2.3 The Subgrantee shall ensure that the Project is performed in a manner that is consistent with applicable federal, state, and local laws and regulations. The Board shall have the right to refuse payment of Project costs of the Subgrantee under this Agreement for any lawful reason.

2.4 The Subgrantee shall comply with "Contract Provisions for Non-Federal Entity Contracts under Federal Award", which appear in EXHIBIT C, and such provisions of the Uniform Guidance 2 CFR 200, *including but not limited to* the following federal procurement requirements:

- (i) Subgrantee shall provide evidence of Subgrantee's written federal procurement procedures in compliance with 2 CFR 200.318(a).
- (ii) Subgrantee shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in compliance with 2 CFR 200.318(c)(1).
- (iii) Subgrantee shall procure engineering/design services using a qualifications-based competitive proposal selection procedure in compliance with 2 CFR 200.320(a)(b)(2). The requirements include (a) public advertisement of requests for proposals that identify all evaluation factors and their relative importance, (b) solicitation from an adequate number of qualified firms, and (c) a written method for conducting technical evaluations of proposals and selection process. The contract must be awarded to the responsible engineering/design firm whose proposal is most advantageous to Subgrantee, with price and other evaluation factors considered.
- (iv) Subgrantee shall procure construction services using a sealed competitive bidding process in compliance with 2 CFR 200.320(a)(b)(1). The requirements include public advertisement of the Project with the following conditions present: (a) complete, adequate and realistic specifications; (b) two or more responsible bidders willing to compete effectively for the work; (c) a firm fixed price bid so the selection can be made principally on the basis of price. The Subgrantee must open the bids publicly and a firm fixed price contract shall be awarded to the lowest responsive and responsible bidder. Any or all bids may be rejected if there is a sound documented reason.
- (v) Subgrantee shall maintain records sufficient to detail the history of procurement, including the method of procurement, contract type, and basis for contractor selection in compliance with 2 CFR 200.318(i).

2.5 This Project shall be subject to Ohio Prevailing Wage laws. To the extent the Project is not sourced from any other federal funds other than the ARPA Funds, the federal Davis-Bacon Act does not apply to this Project. Subgrantee shall ensure that the contractor(s), and any subcontractors, pay their respective employees at a rate not less than the Ohio prevailing wage rates.

2.6 Subgrantee agrees to include the Contract Provisions for Non-Federal Entity Contracts under Federal Award set forth in EXHIBIT C as terms and conditions in any contract entered into by and between the Subgrantee and contractor(s) it engages in pursuit of the Project. Subgrantee further agrees to require contractor(s) to include the terms and conditions in EXHIBIT C in all subcontractor agreements.

2.7 Subgrantee agrees to comply with all ARPA statutory requirements and U.S. Department of Treasury and the U.S. Treasury Office of Inspector General implementation rules and regulations.

2.8 Subgrantee agrees to keep all records, financial and otherwise, relating to ARPA funds received pursuant to this Subgrant Agreement for at least three (3) calendar years following final close-out of the Project in compliance with 2 CFR 200.334.

2.9 Subgrantee agrees to provide the Board with access to and the right to review or audit any and all such records pertinent to this Subgrant Agreement for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 2 CFR 200.337. This right also includes timely and reasonable access to Subgrantee's personnel for the purpose of interview and discussion relating to such documents. Subgrantee further agrees to keep said records in a manner to facilitate such reviews and audits.

2.10 If at any time by audit or other review, it is determined that any part of Subgrantee's Project costs was not eligible for reimbursement, Subgrantee agrees to immediately repay the ineligible portion of funds to the Board.

2.11 Subgrantee certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and Ohio Civil Rights Law.

ARTICLE III COMPENSATION

3.1 The Board shall compensate the Subgrantee for eligible Project costs by remitting payments directly to the Subgrantee's duly procured vendors engaged in the Project. The sufficiency of the vendors' invoiced requests for payment, notwithstanding their approval by the Subgrantee, is at the sole discretion of the Board. In all instances, the Board's compensation to the Subgrantee's duly procured vendors under this Agreement, according to the Project as described in any attached Project Proposal at EXHIBIT B, will not exceed Three Hundred Ninety-Four Thousand Four Hundred Seventy-Seven Dollars and Zero Cents (\$394,477.00) ("Total Payment"), which such amount represents the Board's full and complete amount of payments for the Project performed hereunder.

3.2 The Board shall issue payment within thirty (30) days of receipt and approval of Subgrantee's procured vendors' duly submitted invoiced request for payment. If the Board disputes any portion of the invoiced request for payment and delays in paying a portion

pending resolution of the disputed amount, the undisputed amount requested for payment will be paid by the Board in accordance with the terms hereof. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoiced request for payment and resulting delays in payment of that portion pending resolution of such dispute, unless instructed otherwise in writing by the Board, the Subgrantee shall continue to perform the Project, and the Board shall continue to pay all undisputed amounts in accordance with the terms hereof.

3.3 The Board and the Subgrantee agree that, during the term of this Agreement, the Subgrantee and its procured vendors shall be responsible for all their own business expenses, unless otherwise provided herein, including all payroll functions, employees' wages and salaries, insurance of every type and description, other employee benefits of any nature whatsoever and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Board shall issue a 1099 for all monies paid to the Subgrantee and its procured vendors, as applicable.

3.4 The Parties acknowledge and agree the Subgrantee's Project costs are eligible for reimbursement under this Agreement by the County with ARPA Funds. Specifically, this Project constitutes a necessary investment in water, sewer, or broadband infrastructure, pursuant to 31 CFR 35.6(e)(1).

ARTICLE IV CONTRACT TERMINATION

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days' written notice to the other Party, subject to the provisions of this Article IV. Further, this Agreement is subject to annual appropriation by the Board pursuant to Ohio Revised Code Section 5705.44, and in the event such annual appropriation is not made, this Agreement will terminate.

4.2 To the extent allowable under federal law, including provisions of 2 CFR 200.340, the Board may terminate this Agreement at any time by sufficient notice to the Subgrantee, in the event of any of the following circumstances:

- a. A receiver for Subgrantee's assets is appointed by a court of competent jurisdiction.
- b. Subgrantee is divested of its rights, powers, and privileges under this Agreement by operation of law.
- c. Subgrantee fails to comply with any term, covenant, or condition of this Agreement to be kept, performed, and observed by it, and the Subgrantee fails to remedy such noncompliance within thirty (30) days from the date of written notice from the Board as set forth in Sec. 4.1 herein, and all pursuant to 2 CFR 200.339 *et seq.*
- d. Subgrantee's violation of any applicable federal, state, or local law applicable to the Project and completion thereof.

If, prior to the receipt of any ARPA Funds from the Board hereunder and upon giving thirty (30) days prior written notice, Subgrantee desires to terminate this Agreement.

4.3 In the event of termination under this Article IV, the Subgrantee shall, unless the notice directs otherwise, immediately cause the discontinuation of work related to the Project and discontinue the placing of orders for materials, facilities, and supplies in connection with the performance of their obligations under this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the Board or, at the option of the Board, give the Board the right to assume those obligations directly, including all benefits to be derived therefrom. The Subgrantee shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon termination under this Article IV, the Subgrantee and its procured vendors shall be entitled to payment for all eligible costs incurred up to the date of termination. In no event shall the payment due hereunder exceed the Total Payment under this Agreement. Under no circumstances is the Subgrantee entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies, or any other direct, indirect, or consequential damage or cost occasioned by Board's termination herein.

4.4 If the Board terminates this Agreement for convenience, the Board shall pay Subgrantee for reasonable Project costs associated with the performance thereof prior to and as of the date of such termination.

4.5 Subgrantee's audit and indemnification obligations hereunder are to survive the termination of this Agreement.

ARTICLE V NOTICE

5.1 Notices provided by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by electronic mail, with confirmed receipt, to the following addresses or to such other address as either Party shall designate by proper notice to the other Party. Unless otherwise provided herein, notices will be deemed given as of the date of actual receipt.

Notices to Subgrantee: Kelly Porter
Belmont County Water and Sewer District
67711 Oakview Drive
P.O. Box 457
St. Clairsville, Ohio 43950
email: kelly.porter@belmontcountywater.com

Notices to the Board: Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
Attn. of: Bonnie Zuzak, Clerk
Email: bonnie.zuzak@co.belmont.oh.us
with a copy to:

Bricker Graydon LLP
100 South Third Street
Columbus, Ohio 43215
Attn. of: Jeffrey D. Harris, Esq.
Email: jharris@brickergraydon.com

ARTICLE VI MODIFICATIONS AND AMENDMENTS

6.1 The Board reserves the right to revise this Subgrant Agreement if (i) the U.S. Department of Treasury amends its guidance regarding any matter involving this Subgrant Agreement and (ii) solely at the discretion of the Board, based on advice from its legal counsel, such changes by the U.S. Department of Treasury to its published guidance materially alters the eligibility of the Project and the use of ARPA Funds contemplated herein.

ARTICLE VII GOVERNING LAW

7.1 This Agreement is to be construed in accordance with the laws of the United States and the State of Ohio.

ARTICLE VIII [INTENTIONALLY OMITTED]

ARTICLE IX ENTIRE AGREEMENT

9.1 This Agreement and its incorporated exhibits represent and are the entire agreement between Subgrantee and the Board and supersedes any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Subgrantee and the Board, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together are to constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference; they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement. Neither Party shall transfer or assign this Agreement without advanced written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as evidenced by their signatures below:
BOARD OF COMMISSIONERS OF BELMONT COUNTY, STATE OF OHIO
BELMONT COUNTY WATER AND SEWER DISTRICT

By: Jerry Echemann /s/
Title: President
By: J. P. Dutton /s/
Title: Member
Date: 12-30-24
APPROVED AS TO FORM:

By: Kelly Porter /s/
Title: Director
Date: _____

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:19 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter executive session with Hannah Warrington, HR Manager, 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. Dutton	Yes
Mr. Meyer	Absent

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:56 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 9:56 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there is one motion to be considered as a result of executive session.

IN THE MATTER OF APPROVING PAID ADMINISTRATIVE LEAVE FOR LORI MATTHEWS, FULL-TIME LPN/JAIL

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve paid administrative leave for Lori Matthews, full-time LPN at the Belmont County Jail, effective December 27, 2024 until further notice.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Monday, January 6, 2025, at 9:38 a.m. with Commissioners Dutton and Gianangeli present. Absent: Commissioner Echemann. There was no further business to be had.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 9:39 A.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to adjourn the meeting at 9:39 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Gianangeli	Yes
Mr. Echemann	Absent

Read, approved and signed this 8th day of January, 2025.

COUNTY COMMISSIONERS

December 18, 2024

We, J. P. Dutton 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.

_____ PRESIDENT

_____ CLERK