

St. Clairsville, Ohio

January 22, 2025

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Vince Gianangeli, 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. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,247,377.83

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0070-A012-A10.000 Expenses	E-0069-A011-A11.000 GIS Projects	\$10,000.00
E-0070-A012-A10.000 Expenses	E-0070-A012-A02.000 Salaries	\$16,842.00
E-0070-A012-A10.000 Expenses	E-0070-A012-A04.012 Equipment	\$4,000.00
E-0070-A012-A10.000 Expenses	E-0070-A012-A08.003 PERS	\$2,645.72
E-0121-A006-B02.002 Salaries-Employees	E-0121-A006-B01.001 Salary-Official	\$1,150.00
E-0121-A006-B02.002 Salaries-Employees	E-0131-A006-B09.003 PERS	\$161.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCWSD

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

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND-SHORT LIVED/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9088-N088-N04.574 Transfers In	\$58,000.00

P05 WATER WORKS FUND AND O11 MT. VICTORY-BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$1,030.00

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

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

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

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

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

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

P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RETIREMENT/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P15.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$2,848.00

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

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 07, 2025****

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas-Commrs	\$76,275.19
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P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P03.013	Contract Projects	\$31,500.00
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W98 CEBCO WELLNESS GRANT

E-1498-W098-W21.000	2024 Expenses	\$2,096.12
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****JANUARY 21, 2025****

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$4,975.92
E-0131-A006-A16.000	Other Expenses	\$9,680.53

S55 TARGETED COMM ALTERN TO PRISON

E-1545-S055-S01.000	Grant Expenses	\$76,291.50
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S56 PROBATION SERVICES GRANT

E-1545-S056-S04.001	Salary/Fringes	\$37,500.00
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S77 COMMUNITY BASED CORRECTIONS ACT GRANT

E-1520-S077-S01.002	Salaries	\$15,933.25
E-1520-S077-S02.005	Medicare	\$225.00
E-1520-S077-S03.003	PERS	\$2,175.00
E-1520-S077-S04.006	Hospitalization	\$6,135.25
E-1520-S077-S05.004	Workers Comp	\$279.00

S86 NORTHERN COURT-GEN SPEC PROJECTS

E-1561-S086-S01.002	Salaries	\$50,000.00
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S87 EASTERN COURT-GEN SPEC PROJECTS

E-1571-S087-S01.002	Salaries	\$50,000.00
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S88 WESTERN COURT-GEN SPEC PROJECTS

E-1551-S088-S01.002	Salaries	\$50,000.00
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$198,096.20
E-9801-Y001-Y03.000	Township-Permissive Tax	\$64,622.28
E-9801-Y001-Y05.000	Pease Township	\$2,274.74
E-9801-Y001-Y06.000	Goshen Township	\$1,219.73
E-9801-Y001-Y07.000	Warren Township	\$2,688.25
E-9801-Y001-Y08.000	Pultney Township	\$2,728.62
E-9801-Y001-Y09.000	Flushing Township	\$527.10
E-9801-Y001-Y10.000	Colerain Township	\$1,241.74
E-9801-Y001-Y11.000	Kirkwood Township	\$180.63
E-9801-Y001-Y12.000	Mead Township	\$1,154.81
E-9801-Y001-Y13.000	Richland Township	\$2,255.92
E-9801-Y001-Y14.000	Smith Township	\$430.65
E-9801-Y001-Y15.000	Somerset Township	\$437.79
E-9801-Y001-Y16.000	Union Township	\$624.81
E-9801-Y001-Y17.000	Washington Township	\$168.60
E-9801-Y001-Y18.000	Wayne Township	\$158.23
E-9801-Y001-Y19.000	Wheeling Township	\$505.78
E-9801-Y001-Y20.000	York Township	\$269.65

Upon roll call the vote was as follows:

Mr. Dutton Yes
 Mr. Echemann Yes
 Mr. Gianangeli Yes

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR DECEMBER 2024

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

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,205.13
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	470.40
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,008.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,111.09
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,317.86
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	490.34
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,526.01
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	6,060.55
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,708.66
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,753.66
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,637.92
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,368.91
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVIORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	658.78
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,261.68
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,593.86
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,896.06
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,610.38
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,042.14
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,687.49
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,785.70
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	33,993.93

TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,792.74
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,338.22
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,166.70
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	6,825.40
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,719.10
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,169.39
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	84.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	747.93
			145,148.49
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,305.43
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,221.55
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	3.18
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	691.24
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	458.99
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	616.70
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	302.48
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	377.54
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	62.86
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	821.39
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	476.48
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	664.78
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	137.91
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,240.53
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	19.98
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	0.00
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	48.10
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,830.67
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,259.42
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,943.20
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,010.15
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,176.34
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,213.49
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,926.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	470.40
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,706.21
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	348.38
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	0.00
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,502.30
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,278.85
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	18,811.67
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	5,898.61
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,626.14
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	19,228.70
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	14,694.01
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,160.08
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	247.80
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	47,357.99

Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	24,018.38
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	525.54
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	936.92
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,676.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	596.06
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	573.44
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	746.54
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,149.81
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	845.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	223.16
			401,031.95

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated January 22, 2025, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows: **TREASURER**-Kathy Kelich to Columbus, OH, on January 29, 2025 and other various dates to attend the County Treasurer's Association of Ohio meetings. Kathy Kelich to Columbus, OH, on various dates to attend the Ohio Land Bank Association Board of Directors meetings.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 15, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of a \$3,000.00 donation from Ronald DeNoon in memory of Ruth Ann to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ACCEPTING THE QUOTE AND ENTER
INTO CONTRACT WITH JH CONSULTING LLC/EMA**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the quote and enter into contract with JH Consulting LLC, in the amount of \$16,500.00, to provide services related to the Belmont County Hazard Mitigation Plan update, based upon EMA Director Dave Ivan.
Note: The Hazard Mitigation Plan needs to be updated every five years. The cost will be covered by grant funding.

CONSULTING AGREEMENT

This Consulting Agreement, effective as of January 22, 2025, is between the Belmont County Emergency Management Agency, a department of county government with an address of 68329 Bannock Road, St. Clairsville, OH, 43950, hereinafter referred to as "EMA", and JH Consulting, LLC of West Virginia, a limited liability company with an address of 29 East Main Street, Suite 1, Buckhannon, WV 26201, hereinafter referred to as "Contractor".

WHEREAS Contractor provides services related to emergency preparedness, including but not limited to assessing vulnerability, operations planning, and exercising;

WHEREAS EMA desires to obtain from Contractor certain emergency preparedness services, and Contractor desires to provide such services to EMA, all on the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. **Services to Be Provided.** Subject to the availability of Contractor resources, Contractor will provide services as detailed in the Scope of Work, attached hereto as Exhibit A (i.e., proposal letter dated January 16, 2025; see "Scope of Work" section). It is expressly understood and agreed that for the purposes of this Agreement, the services are undertaken by Contractor in the capacity of an independent contractor. Contractor shall be entitled to give priority to its own business needs in determining the availability of its employees to provide the services.
2. **Term and Termination.** The Agreement shall begin as of the date first stated above and continue until December 31, 2025, unless either party serves written notice thirty (30) days in advance of its intent to cancel the Agreement.
3. **Compensation, Payment, and Expense Reimbursement.** Contractor will provide EMA with invoices for services as per the Ohio Emergency Management Agency's drawdown schedule. EMA will pay invoices within 60 days of the date of the invoice. Payments not received in a timely manner will incur interest at the rate of 5% per annum.
4. **Data Ownership and Security.** EMA shall retain ownership of the data and all work produced by the Contractor and will be transferred upon completion of the contractual obligations and payment of all outstanding invoices.
5. **Client Confidentiality.** The Contractor and all support staff agree to comply with all federal and state laws concerning the confidentiality of information concerning individuals rendering services by the EMA. Such information shall only be used for the purpose of carrying out this Agreement. Disclosure of information for any other purpose is prohibited except upon the written consent of the eligible Individual or appropriate order of a court. Information is not considered confidential if it: (i) is generally available to the public at the time of the disclosure; (ii) is already known to Contractor at the time of the disclosure, (iii) has been disclosed to Contractor by a third party under no obligation of confidentiality, or (iv) has been established independently by Contractor.
6. **Contractor Work Product.** EMA agrees to keep Contractor's work product confidential and will not disseminate Contractor's work product to third parties or cause it to be modified without Contractor's consent.
7. **Liability and Indemnification.** Neither party shall be liable to the other for the death or injury to any employee of the other, or loss of or cause of damage to its property, unless caused solely by its own negligence or willful action.
8. **Disclaimer; No Assurance of Success.** Except as otherwise provided herein, Contractor makes no warranties, representations, or assurances of success of any kind or nature, express or implied, relating to the services, including any warranties of merchantability

and fitness for a particular purpose. Contractor specifically disclaims any and all warranties or representations concerning the services.

9. **Limitations of Liability.** Contractor shall not be responsible for any third party actions or inactions preventing Contractor from providing services. Furthermore, Contractor shall not be liable to EMA with respect to services or this Agreement under any contract, negligence, tort, strict liability, or other legal or equitable theory for any amounts representing loss of revenues, loss of profits, loss of business, cost of the procurement of substitute goods or services, loss of anticipated benefits and/or indirect or consequential, special, incidental, contingent, exemplary or punitive damages, even if Contractor was advised, had other reason to know, or in fact knew of the possibility of such damages.
10. **Non-Solicitation.** During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.
11. **Amendment of Agreement.** This Agreement is the entire Agreement between the parties and may not be amended at any time except by a written Agreement signed by both parties.
12. **No Third Party Beneficiaries.** This Agreement is not intended to create any third party beneficiary rights in any person not a party to this Agreement, regardless of whether any other person may be named herein.
13. **Assignment.** EMA may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without the prior written consent of Contractor, except pursuant to an assignment of its interests to an entity within its control group.
14. **Force Majeure.** The date for performance of either party's obligations hereunder shall be postponed to the extent any event of force majeure delays the performance of the obligations of either party hereunder.
15. **Signatures.** Each person executing this Agreement represents and warrants that he or she has the authority to act for and bind the entity on whose behalf he or she purports to act.
16. **Notice.** Any notice, request, or approval or other document required or permitted to be given under this Agreement shall be in writing unless otherwise provided herein; and shall be deemed to have been sufficiently given if delivered in person, dispatched by U.S. mails, or sent by other electronic means where receipt can be verified, as follows.

If to Contractor, addressed to: Jeffery W. Harvey, Managing Member, JH Consulting, LLC, 29 East Main Street, Suite 1, Buckhannon, WV 26201

If to EMA, addressed to: Dave Ivan, Director, Belmont County Emergency Management Agency, 68329 Bannock Road, St. Clairsville, OH 43950

Either party may change its address for receipt of notices by delivering a notice thereof pursuant to this Section 16.

17. **Severability.** Should any portion of this Agreement be found unenforceable to operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.
18. **Applicable Law.** This Agreement is to be construed in accordance with the laws of the State of Ohio.

- 19. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, understandings, and writings between the parties as to the matters covered herein.
- 20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 21. **Binding Effect.** This Agreement shall be binding upon the legal representatives, heirs, successors, and assigns of the respective parties.
- 22. **Waiver.** Any waiver by any party of any act, failure to act, or breach on the part of the other party shall not constitute a waiver of such waiving party of any prior or subsequent act, failure to act, or breach by such other party.
- 23. **Survival.** The terms and provisions of Sections 3 through 10 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Contractor



 Jeffrey W. Harvey, Managing Member
 JH Consulting, LLC of West Virginia

01-08-2025

Date

EMA



 Jerry Echemann, Commissioner
 Belmont County Board of Commissioners

1-22-2025

Date



 J. P. Dutton, Commissioner



 Vince Gianangeli, Commissioner

APPROVED AS TO FORM:



 ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

SIGN THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION/BEL-CR4-27.05 (GLENN'S RUN ROAD)

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Preliminary Legislation and approve and sign the LPA Federal Local-Let Project Agreement with Ohio Department of Transportation for the BEL-CR4-27.05 (Glenn's Run Road) Bridge Replacement Project, Agreement No. 42169.

Note: Total project cost: \$1,745,308.00. An ODOT grant will cover up to 80% in eligible costs up to \$1,040,000.00. County's share of \$705,308.00 will be covered by the Belmont County Engineer's MVGT funds.

BEL CR 4 27 05
COUNTY-ROUTE-SECTION
117373
PID NUMBER
42169
AGREEMENT NUMBER
DRKNASXARGL5
SAMS UNIQUE ENTITY ID

CFDA 20.205

LPA FEDERAL ODOT-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the Belmont County Board of Commissioners, acting by and through the Belmont County Engineer, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43960.

1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (D) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The BEL CR 4 27.05 (PID 117373) bridge replacement project (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities of ODOT and the LPA for administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

- 2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 530.106 – Authorization to Proceed
- 23 CFR 536.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 - Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises "DBE" in Department of Transportation Financial Assistance Programs
- 23 USC § 112 Letting of Contracts
- 40 USC §§ 1101-1104, – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING AND PAYMENT

3.1 The total cost for the PROJECT (less ROW Acquisition purchases) is estimated to be \$1,745,308 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$1,040,000 in Federal funds (not including CEAC Task Order in PE Phase). This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds provided by ODOT shall be applied only to the eligible costs associated with the Construction Phase of the PROJECT.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 Payment or reimbursement to the LPA shall be submitted to:

Belmont County Engineer
101 West Main Street
St. Clairsville, Ohio 43950

4. PROJECT DEVELOPMENT

4.1 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.2 Project Development shall follow ODOT's Project Development Process and all ODOT standards for environmental evaluations, design, plan preparation, R/W acquisition, utility relocation and other processes as set out in ODOT's Design Reference Resource Center, available on ODOT's website <https://www.transportation.ohio.gov/working/publications>. Responsibilities for development of the PROJECT shall be as follows and further described herein:

LPA ODOT Let Project Responsibility Assignments

PDP Phase	Activity	Responsibility		Commentary
		LPA	ODOT	
Planning	All	X		ODOT to provide coordination as needed. ODOT will program the project in Ellis and get the project added to the STIP.
Preliminary Engineering	All	X		ODOT to: 1) Provide coordination as needed 2) Review all plans and documents and provide comments
Environmental Engineering	Stage 1 Plans	X		ODOT to review all plans and documents and provide comments.
	Stage 2 Plans	X		ODOT to review all plans and documents and provide comments.
	Value Engineering		X	ODOT will coordinate Value Engineering if required. Refer to Section 5.2.
	Cost Estimates	X		LPA/Consultant shall prepare a project estimate
	NEPA	X		ODOT will coordinate NEPA approval. Refer to Section 5 for Environmental Responsibilities.
	Permits		X	ODOT will obtain permits needed to construct the PROJECT.
	R/W Plans	X		ODOT to review all plans and documents and provide comments.
	Public/Stakeholder Involvement (PI)	X		ODOT to review all PI plans and materials and provide comments.
Final Engineering & R/W	R/W Acquisition & Relocation	X		Refer to Section 7 for detailed requirements.
	Utility Relocation		X	Refer to Section 7.6 for additional details. [Change the responsibility

				for Utility Relocation to the LPA and revise Section 6.6 accordingly if the LPA will be responsible]
	Railroad Coordination and Agreements		X	Refer to Section 7.8 for additional details.
	Stage 3 Plans		X	ODOT to review all plans and documents and provide comments.
	Cost Estimates	X		LPA shall prepare in Estimator format.
	Final Plan Package	X		ODOT to review all plans and documents and provide comments.
	Endangered Species Mitigation		X	ODOT is responsible for Endangered Species Act mitigation requirements (bat mitigation) and the needed mitigation for ESA impacts.
	Stream and Wetland Mitigation	X		The LPA is responsible for obtaining the necessary stream and wetland mitigation. This is typically acquired through mitigation bank or in-lieu fee credit purchases
	PI	X		ODOT to review all PI plans and materials and provide comments.
Construction	Advertise		X	LPA and consultants to assist in responding to bidder questions and preparation of any addenda.
	Award		X	ODOT Awards Committee
	Administer Construction Contract		X	ODOT will administer the construction contract. The LPA and LPA's consultants shall respond promptly to requests for information or other construction issues.
	PI	X	X	ODOT to coordinate in cooperation with the LPA.
All Phases	Federal Authorizations		X	ODOT will coordinate and obtain all needed FHWA Authorizations and notify the LPA upon approval.
All Phases	Encumbrance of Funds		X	ODOT will encumber funds in accordance with this Agreement.

- 4.3 The LPA shall designate an LPA employee to act as the LPA Project Manager and act as the point of contact for all communications with CDOT.
- 4.4 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 4.5 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 General Requirements

- A. In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement activities, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act.
- B. Whichever party obtains the Project's environmental clearance or permit shall be responsible for assuring compliance with all commitments made as part of such clearance or permit requirements during the construction of the PROJECT.
- C. The LPA shall require its consultant to prepare a final environmental document pursuant to the requirements of NEPA.

5.2 Use of ODOT Consultant Agreements

- A. ODOT may provide services through ODOT held consultant agreements at its discretion subject to funding participation by the LPA. Agreements that may be available for use include the following:
 - 1. If the LPA (County Engineer) chooses to utilize the County Engineers Association of Ohio (CEAO) task order contract for environmental services, the parties agree that the total cost shall be shared based on the parameters, Federal and local funding rates, established when the task order was set up and encumbered. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.
 - 2. If the LPA (County Engineer) chooses to utilize the CEAO task order contract for R/W acquisition services, the parties agree that the total cost shall be shared based on the following percentages: 80 percent Federal/state funds and 20 percent local funds. The LPA agrees to pay its share of the estimated cost upon receipt of an invoice from ODOT prior to the issuance of any acquisition authorization. Once the PROJECT is completed and the final costs determined, the LPA shall be refunded any excess amount paid if the total cost is below the

estimated cost, or it shall be invoiced for its share of any increased cost above the estimated cost. The LPA agrees that it shall participate at the same funding percentage if the final costs exceed the estimated cost.

3. Value Engineering. If Value Engineering is required, ODOT may elect to use an ODOT held agreement to assist in administering the Value Engineering process. If Value Engineering is required, the LPA shall require its consultants to participate as needed.

6. CONSULTANT SELECTION AND ADMINISTRATION

6.1 General Requirements

- A. The LPA must select a consultant/ consultant team who is prequalified by ODOT for all services to be performed by the consultant(s) and subconsultant(s).
- B. The LPA consultant agreement must incorporate ODOT's "Specifications for Consulting Services – 2016 Edition." as a contract document.
- C. The LPA consultant agreement shall require, as a scope of services clause, that project development follow ODOT's Project Development Process, and that all documents and plans prepared by the consultant must conform to ODOT's current standards, including the electronic deliverable requirements of ODOT's CADD Engineering Standards Manual, and Location and Design Manual Volume 3, Section 1500.
- D. The LPA consultant agreement shall require ongoing consultant involvement during the construction phase of the PROJECT.
- E. The LPA consultant agreement shall require a completion schedule acceptable to ODOT.
- F. The LPA must assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.
- G. The LPA must cooperate with ODOT in directing additional or corrective work, and to recover damages due to errors or omissions.
- H. The LPA consultant agreement shall require its consultant to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT and shall execute the Conflict of Interest Disclosure Form specifying that there is no conflict of interest.
- I. If Federal funds are used to pay the cost of any contract for professional services, the LPA must comply with 23 CFR 172, ORC 153.65 through 153.71 and Sections 6.2 and 15.3 below in the selection of consultants and must administer consultant agreements in accordance with ODOT's Manual for Administration of Contracts for Professional Services. Professional services, as defined in ORC 153.65(C) and 5526.01 include the practice of engineering including inspection of construction, the practice of surveying, the practice of architecture including landscape architecture, the evaluation of environmental impacts, the acquisition of R/W, and administration of construction contract claims.

- 6.2 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the Project Design Engineer and serve as the LPA's principal representative for attending to project responsibilities or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65

through 153.71. The pre-qualified list is available on the ODOT website at: [Consultant Services | Ohio Department of Transportation](#).

7. R/W UTILITIES/RAILROAD COORDINATION

- 7.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies and procedures issued by ODOT.
- 7.2 If existing and/or newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who performs real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the Appraisal and Appraisal Review functions. Appraisal Review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 7.3 All Relocation Assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and rules, policies and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the Relocation and Relocation Review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 7.4 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.
- 7.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated, or accounted, for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right-of-Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act and, as appropriate, certify compliance to FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 7.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in ODOT's Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.
- 7.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 7.1 and 7.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI of the Uniform Act requirements are included in the instrument which transfers the property. Consistent with sections 7.1 and 7.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

7.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

7.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

8. ADVERTISING, SALE, AND AWARD

8.1 ODOT will prepare the State's estimate and manage the advertising, sale, and award process. The LPA and its consultant shall assist in responding to bidder questions, preparation of any addenda and other coordination as needed. ODOT's Awards Committee shall determine award of the contract.

9. CONSTRUCTION CONTRACT ADMINISTRATION

9.1 ODOT will administer the construction contract in accordance with ODOT's Construction Administration Manual of Procedures. The LPA and its consultants shall respond promptly to requests for information or other construction issues.

9.2 ODOT shall not approve a change order or extra work contract until it gives notice, in writing, to the LPA.

9.3 The LPA and LPA's consultant shall assist in defending ODOT against any contractor claims.

10. CERTIFICATION AND RECAPTURE OF FUNDS

10.1 This Agreement is subject to ODOT's determination that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management (OBM), as required by ORC 126.07. If ODOT determines that insufficient funds have been appropriated for the purpose of this Agreement or if the OBM fails to certify the availability of funds, this Agreement, or any renewal thereof, will terminate on the date funding expires.

10.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, which will be due immediately. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from contractor performance and payment bond(s) and consultant insurance shall be used to offset the Federal dollars reimbursed to FHWA.

11. NONDISCRIMINATION

11.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 11.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 11.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by CDOT. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

12. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 12.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.
- 12.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 12.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

13. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 13.1 Neglect by or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or

failure is the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 13.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 13.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultant(s) and/or contractor(s). Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 13.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.
- 13.5 This Agreement and the obligation of the parties herein may be terminated by either party with thirty (30) days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 13.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

14. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 14.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations

be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in CRC126.30.

- 14.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees, or agents in the performance of the LPA's obligations made or agreed to herein.
- 14.3 If an LPA pursues legal action against any utility for costs incurred due to delay in removal, relocation or abandonment in place, the LPA is entitled to be reimbursed from any settlement or award all attorney fees and costs incurred while preparing for litigation.

15. **NOTICE**

15.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

If to ODOT:

Torry D. Lively, PE, PS	Daniel J. Lorenz, P.E.
Belmont County Engineer	Ohio Department of Transportation District 11
101 West Main Street	2201 Reisor Avenue, SE
St. Clairsville, Ohio 43920	New Philadelphia, Ohio 44663
tlively@belmontcountyengineer.com	Dan.Lorenz@dot.ohio.gov

16. **GENERAL PROVISIONS**

16.1 *Financial Reporting and Audit Requirements:* If one or more phases of this Agreement include a sub-award of Federal funds to the LPA, the LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200. If not, the financial reporting and audit requirements remain with ODOT.

All non-Federal entities, including ODOT's LPA subrecipients, that have aggregate Federal award expenditures from all sources of \$750,000 or more in the non-federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

LPAs that expend Federal and State funds in the Preliminary Engineering and/or RW phases of the PROJECT must track these payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Award (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.¹ Further, the LPA may make this determination consistent with 2 CFR §200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

¹ Per 2 CFR §200.502

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

- 16.2 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of CDOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 16.3 **Ohio Ethics and Conflict of Interest Laws:** LPA agrees they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics and Conflict of Interest law as provided by ORC 102.03, 102.04, 2921.42 and 2921.43, and CFR 1.33.

- 16.4 **State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

- 16.5 **Trade:** Pursuant to the Federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquires any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

- 16.6 **Lobbying:** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal 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, officer or employee of Congress, or an employee of 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 shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1362. Such disclosures are forwarded from tier to tier up to the recipient.

- 16.7 *Debarment:* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either CRC, 125.25 or 153.02 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.
- 16.8 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 16.9 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 16.10 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 16.11 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 16.12 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 16.13 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: BELMONT COUNTY COMMISSIONERS	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: <i>[Signature]</i>	By:
J.P. Dutton President	Pamela Boratyn Director
Date:	Date:
By: <i>[Signature]</i>	
Jerry Echemann Vice President	
Date:	
By: <i>[Signature]</i>	
Vince Gianangeli Commissioner	
Date: 1-22-2025	

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of five 2024 F-250 pickup trucks at the total cost of \$265,824.00 through the State of Ohio Cooperative Purchasing Contract for the Belmont County Water & Sewer District, based upon the recommendation of Director Kelly Porter.

Note: These are replacement trucks. Four trucks totaling \$212,779.00 will be paid for from the Water District N-88 Fund and one truck totaling \$53,045.00 will be paid for from the Sewer District N-14 Fund.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ENTERING INTO A CONTRACT WITH

MONROE COUNTY COMMISSIONERS FOR HOUSING PRISONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a contract with the Monroe County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$75.00 per day, effective February 1, 2025 to December 31, 2025, based upon the recommendation of Sheriff Jim Zusack.

**CONTRACT FOR HOUSING PRISONERS
IN THE
MONROE COUNTY JAIL**

WHEREAS, this contract is made this 22nd day of January, 2025, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and Belmont County, Ohio hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the Monroe County Jail the following persons:
 - a. Persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be incarcerated in the Monroe County Jail for purposes of compensation under this contract.
 - b. Persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in Paragraphs 4 through 9 below.
 - c. Persons incarcerated pursuant to Subparagraphs a. and b. above shall be designated as prisoners in this contract.
2. The cost to be paid to the County by the Contractor shall be the amount of Seventy-five dollars (\$75.00) per day for each person incarcerated in the Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.
3. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.
5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time.
6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges and prescription costs.
7. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
10. The Monroe County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days' written notice.
14. This agreement shall be effective on February 1, 2025, and will terminate on December 31, 2025.
15. This Agreement supersedes the existing agreement entered into by the parties on December 20, 2023, including an amendment entered into on December 18, 2024, which extended the term of that agreement until January 31, 2025.

This agreement entered into on behalf of the Belmont County Sheriff.

Pursuant to Resolution Ordinance Number N/A passed January 22, 2025.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Monroe County Commissioners

COMMISSIONER

WITNESS

COMMISSIONER

DEREK A. NORMAN, SHERIFF

COMMISSIONER

Belmont County Commissioners

J. P. Dutton /s/

J. P. DUTTON, PRESIDENT

Jerry Echemann /s/

JERRY ECHEMANN, VICE-PRESIDENT

Vince Gianangeli /s/

VINCE GIANANGELI

APPROVED AS TO FORM:

Jacob Manning /s/

JACOB A. MANNING, BELMONT COUNTY

ASSISTANT PROSECUTING ATTORNEY

Bonnie Zuzak /s/

WITNESS

James Zusack /s/

JAMES G. ZUSACK, SHERIFF

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ENTERING INTO AN AGREEMENT, ON BEHALF

OF THE BELMONT COUNTY SHERIFF, WITH THE VILLAGE OF BROOKSIDE

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Brookside for the purpose of providing police services to said village for a period of one year from January 1, 2025 through December 31, 2025 for the sum of twelve thousand dollars (\$12,000.00) to be paid by the Village of Brookside to the Sheriff's Department.

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 2025, by and between the Village of Brookside, a municipal corporation organized and existing under the laws of the State of Ohio and James G. Zusack, Sheriff of Belmont County, Ohio pursuant to Section 311.29, Ohio Revised Code.

WITNESSETH:

SECTION 1. In consideration of the yearly sum of Twelve Thousand dollars and zero cents (\$12,000.00) to be paid by the Village of Brookside to the Belmont County Sheriff's Office, the Sheriff agrees to perform any police functions, exercise any police power, or render any police service which the Village may perform, exercise or render, which shall consist of a deputy patrolling the Village of Brookside on a part-time basis, during which time the deputy shall be acting within the scope of his employment with the Belmont County Sheriff's Office. The Belmont County Sheriff's Office will commit to a minimum of 4 hours per month.

SECTION 2. The Sheriff will provide the necessary motor vehicle for said deputy, and the necessary equipment and supplies to be used by said deputy in the performance of this contract. The Sheriff will be responsible for all gasoline expenses, repairs and maintenance charges incurred with respect to said motor vehicle.

SECTION 3. The deputy assigned by the Sheriff to the Village on the part-time basis set forth above will be covered by Workers' Compensation insurance maintained by the Belmont County Sheriff's Office. The deputy assigned to the Village of Brookside by the Sheriff shall be acceptable to the Village.

SECTION 4. The Sheriff will further maintain public liability insurance coverage on the deputy assigned to the Village during the term of the contract.

SECTION 5. The contract shall be for a term of one (1) year, from January 1, 2025 until December 31, 2025. Both parties hereby acknowledge and agree that they have continued to honor the prior 2021-2022 contract (previously auto-renewed annually) through and including the above commencement date, and that payments have continued to be made and received in accordance with that contract.

IN CONSIDERATION THEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

APPROVED:

THE VILLAGE OF BROOKSIDE, OHIO

Mayor

Clerk-Treasurer

APPROVED AS TO FORM:

Solicitor, Village of Brookside

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

J. P. Dutton, President

Jerry Echemann /s/

Jerry Echemann, Vice President

Vince Gianangeli /s/

Vince Gianangeli

James Zusack /s/

James G. Zusack

Belmont County Sheriff

Cindi Henry /s/

Cindi Henry

Belmont County Auditor

APPROVED AS TO FORM:

Jacob Manning /s/

Jacob A. Manning, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ENTERING INTO AN AGREEMENT, ON BEHALF OF THE BELMONT COUNTY SHERIFF, WITH THE VILLAGE OF MORRISTOWN

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Morristown for the purpose of providing police services to said village for a period of one year from January 1, 2025 through December 31, 2025 for the monthly sum of six hundred dollars (\$600.00) to be paid by the Village of Morristown to the Sheriff's Department.

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of January, 2025, by and between the Village of Morristown, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio and James G. Zusack, Sheriff of Belmont County, Ohio pursuant to Section 311.29, Ohio Revised Code.

WITNESSETH:

SECTION 1. In consideration of the sum of Seven Thousand Two Hundred Dollars (\$7,200.00), to be paid by the Village of Morristown to the Sheriff in twelve (12) installments of \$600.00 by the 20th of each calendar month of this Agreement, the Sheriff agrees to perform any police functions, exercise any police power, or render any police service which the Village may perform, exercise or render, which shall consist of a deputy patrolling the Village of Morristown on a part-time basis (20 hours per month), during which time the Deputy shall be acting within the scope of his employment with the Belmont County Sheriff's Office.

SECTION 2. The Sheriff will provide the necessary motor vehicle for said Deputy, and the necessary equipment and supplies to be used by said deputy in the performance of this contract. The Sheriff will be responsible for all gasoline expenses, repairs and maintenance charges incurred with respect to said motor vehicle.

SECTION 3. The Deputy assigned by the Sheriff to the Village on the part-time basis set forth above will be covered by Workers' Compensation insurance maintained by the Belmont County Sheriff's Office. The Deputy assigned to the Village of Morristown by the Sheriff shall be acceptable to the Village.

SECTION 4. The Sheriff will further maintain public liability insurance coverage on the deputy assigned to the Village during the term of the contract.

SECTION 5. The contract shall be for a term of twelve months, from January 1, 2025 until December 31, 2025. Both parties hereby acknowledge and agree that they have honored the previous 2024 contract through and including the above commencement date, and that payments have continued to be made and received in accordance with that contract.

SECTION 6. The Sheriff of Belmont County has the option of providing a police facility in the Village of Morristown, and space to be provided at no cost to the County.

SECTION 7. The Sheriff's Deputy assigned to police service for the Village of Morristown will meet with the Mayor or the Mayor's designee on a weekly basis to discuss any ongoing issues or concerns of either party.

IN CONSIDERATION THEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

APPROVED:

THE VILLAGE OF MORRISTOWN, OHIO

Mayor

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

J. P. Dutton, President

Jerry Echemann /s/

Clerk-Treasurer

Jerry Echemann, Vice President
Vince Gianangeli /s/
Vince Gianangeli

APPROVED AS TO FORM:

Solicitor, Village of Morristown

James Zusack /s/
James G. Zusack
Belmont County Sheriff
Cindi Henry /s/
Cindi Henry
Belmont County Auditor
APPROVED AS TO FORM:
Jacob A. Manning /s/
Jacob A. Manning, Belmont County
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ENTERING INTO AGREEMENT BY AND BETWEEN
STEEL VALLEY PORTABLE X-RAY SERVICES AND BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into agreement by and between Steel Valley Portable X-Ray Service and Belmont County Sheriff's Office, effective February 1, 2025 to December 31, 2025, in the following amounts, based upon the recommendation of Sheriff Jim Zusack:

- X-Rays/EKGs-\$95.00 per patient per exam
- Ultrasound/Dopplers-\$200.00 per patient exam
- Echocardiograms: \$300.00 per patient

Note: Inmates are charged a medical co-pay for this service and the "coded down" amount is paid from the Sheriff's medical line.

**STEEL VALLEY PORTABLE X-RAY SERVICE
SERVICE AGREEMENT**

I. THIS AGREEMENT is made and entered into on this 22nd day of January 20 25, by and between STEEL VALLEY PORTABLE X-RAY SERVICE, an Ohio corporation whose primary place of business is located at 5136 W. Tuscarawas, Canton, Ohio, hereinafter referred to as "Steel Valley", and BELMONT COUNTY SHERIFF'S OFFICE, located at 68137 Hammond Road, St. Clairsville, Ohio, hereinafter referred to as "Facility".

II. SCOPE OF AGREEMENT

1. Steel Valley hereby represents and warrants to the facility, that Steel Valley and each subcontractor who performs services on behalf of Steel Valley, shall furnish the Facility with Portable Digital Radiography and EKG services for all of the patients of the Facility, twenty-four (24) hours per day seven (7) days a week. Ultrasound/Doppler services shall be scheduled (7) days a week.

III. RELATIONSHIP OF THE PARTIES

1. It is expressly acknowledged by the parties hereto that Steel Valley is an independent contractor. Nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship. None of the provisions in the Agreement are intended to create nor shall any provision be deemed or construed to create any relationship between the parties, specifically meaning that neither of the parties hereto, nor any of their respective officers, directors, trustees or employees, shall act as or be construed to be the agent, employer or representative of the other

IV. BILLING

1. Steel Valley shall bill the Facility directly for all services performed according to the terms and conditions identified below:
X-Rays/EKGs: \$95.00 per patient per exam.
Ultrasound/dopplers: \$200.00 per patient exam
Echocardiograms: \$300 per patient exam
Facility shall reimburse Steel Valley within sixty (60) days of receipt of an invoice for the exams provided.
Upon execution of the Agreement, Steel Valley shall provide Facility with a completed IRS Form W-9. Facility shall make payment to Steel Valley at the following address:
Steel Valley Portable X-Ray Service
5136 West Tuscarawas
Canton, Ohio 44708

2. No requests for services shall be honored unless authorized by the treating physician. Each treating physician shall be notified of all test results.
3. Steel Valley hereby represents and warrants that Steel Valley and each subcontractor who performs services on behalf of Steel Valley, has met the requirements for coverage of services under Health Insurance for Aged Program (Title XVIII of the Social Security Act).

V. TERM

1. This Agreement shall be for a period of eleven months (11) months from February 1, 2025 to December 31, 2025. This Agreement supersedes the existing agreement entered into by the parties on March 20, 2024, including an amendment entered into on December 18, 2024, which extended the term of that agreement until January 31, 2025.

VI. TERMINATION

1. During the initial term or any renewal term, either party may terminate this Agreement for any reason by sending written notice of termination sixty (30) days before the termination is effective. The sixty (30) day notice period will start upon the postmark date if sent by USPS mail or the date of pickup if sent by courier.
2. Steel Valley and each of its employees, agents, and subcontractor shall provide, and shall ensure that the Service provided is in accordance with (a) all applicable requirements of federal, state, or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class, (b) accepted professional standards or practice.

VII. INSURANCE

1. Each party shall secure and maintain at its sole expense for all times during the term of the Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) annual aggregate, for professional liability, negligence, errors, and omissions, and commercial general liability and applicable state statutory limits for workers compensation.

VIII. COMPLIANCE

1. The parties agree to incorporate the Business Associate Agreement attached hereto as APPENDIX A into this Agreement by reference, and to comply with the terms therein.
2. The parties specifically intend to comply with all applicable laws, rules and regulations, including but not limited to the federal anti-kickback statute and "Stark Law". Accordingly, no part of any charge, fee, reimbursement or compensation, between the parties, or between Steel Valley and its subcontractors, is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services, nor are the payments intended to induce illegal referrals of business.
3. Steel Valley hereby represents and warrants that each employee, agent, and subcontractor who performs services on behalf of Steel Valley, pursuant to this agreement (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs, and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all necessary qualifications, certifications, licenses and/or accreditations required by federal, state, and local laws and regulations to provide the services covered by this Agreement; (c) will provide the services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state and federal fraud and abuse statutes.
4. Steel Valley hereby represents and warrants that each employee, agent, and subcontractor who performs services on behalf of Steel Valley, pursuant to this agreement have passed the required State BCI & I and Federal FBI Criminal history record check.
5. Steel Valley, each employee, agent, and subcontractor who provides Services for Steel Valley, shall maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines. Steel Valley, each employee, agent, and subcontractor who provide Services for Steel Valley, hereby agree to maintain the confidentiality of all information and records and use safeguards to prevent the Use or Disclosure of PHI in any matter other than as provided for by this Agreement.
6. Access to Books and Records. In the event this Agreement is found to be subject to 42 C.F.R. § 420, the parties agree that during the term of this Agreement and continuing until the expiration of seven (7) years after the furnishings of any services pursuant to this Agreement, upon a written request by the Secretary of Health and Human Services in compliance with 42. C.F.R. § 420 (D), the parties will provide to the Secretary of Health and Human Services, the Comptroller General, or a duly authorized representative, access to this Agreement and all books, documents, and records which are necessary to verify the nature and extent of the costs of the services provided under this Agreement. The parties further agree that any subcontract or series of subcontracts it enters into with a cost or value of Ten Thousand Dollars (\$10,000) or more during a twelve month period, shall contain a clause providing, during the term of the subcontract and continuing until the expiration of seven (7) years after the furnishings of any services pursuant to the subcontract, that upon request by the Secretary of Health and Human Services in compliance with 42 C.F.R § 420 (D), the subcontractor shall provide to the Secretary of Health and Human Services, the Comptroller General, or duly authorized representative access to the subcontract and all books, documents, and records necessary to verify the nature and extent of the costs of services provided under this Agreement.
7. Nondiscrimination. Neither party to this Agreement shall discriminate because of race, color, religion, gender, age, national origin, known handicap or status as a Vietnam era veteran or disabled veteran, and as further defined and prohibited by applicable Federal and State government laws, in any facet of its operation. The parties further agree to comply with the provisions of the Americans with Disabilities Act.

IX. MISCELLANEOUS

1. Amendment. Modifications within the scope of this Agreement shall be made by mutual consent of the parties, by issuance of a written modification, signed and dated by both parties, prior to any changes being performed or effected.
2. Governing Law. Any dispute arising out, related to or in connection with this Agreement shall be governed by, and the Agreement shall be construed under, the laws of the State of Ohio, without giving any effect to any choice or law or conflict of laws provisions that would result in the applications of the laws of any other state.
3. No Assignment. The terms, covenants and conditions of this Agreement shall extend to and shall be binding upon the respective successors, assigns, personal representatives, administrators, executors and heirs of the parties. Nothing herein shall be construed to create in any party a right to assign this Agreement.
4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or otherwise invalidated.
5. No Waiver. The failure of a party to enforce any right or provision of this Agreement shall not be construed as a waiver of such rights or provisions or a waiver by such party to thereafter enforce such rights or provisions or any other rights or provisions under this Agreement.
6. Entire Agreement. The parties hereto acknowledge that there are no covenants, representations, warranties, agreements, or conditions, either express or implied, which in any way affect, for a part of, or relate to this Agreement except those expressly set forth herein. The parties hereto expressly agree and represent that this Agreement, including all Exhibits and Appendices attached hereto constitute the entire agreement between them.
7. Dispute Resolution. Any dispute under this Agreement shall be resolved in any court of competent jurisdiction.
8. Notice. All notices, requests, consents or other communications given by any party hereto shall be in writing and shall be deemed duly given if personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the other party at its address set forth below or at such other address as such other party may hereafter designate in the manner herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date written above.

THIS SERVICE AGREEMENT IS ACCEPTED BY:

BELMONT COUNTY COMMISSIONERS:

J. P. Dutton /s/

SIGNATURE

PRINT NAME: J. P. Dutton

STEEL VALLEY PORTABLE X-RAY SERVICE:

Terry Rothermel /s/

SIGNATURE

PRINT NAME: Terry Rothermel

TITLE: President
Jerry Echemann /s/
 SIGNATURE
 PRINT NAME: Jerry Echemann
 TITLE: Vice President
Vince Gianangeli /s/
 SIGNATURE
 PRINT NAME: Vince Gianangeli
 TITLE: Belmont County Commissioner
James Zusack /s/
 SIGNATURE
 PRINT NAME: James G. Zusack
 TITLE: Belmont County Sheriff
 Upon roll call the vote was as follows:

TITLE: President

 APPROVED AS TO FORM:
Jacob A. Manning /s/
 SIGNATURE
 PRINT NAME: Jacob A. Manning
 TITLE: Belmont County Assistant Prosecuting Attorney

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

RECESS

10:30 Bid Opening-McKeever Tank Repainting Project

Belmont County Water and Sewer District Director Kelly Porter said the tanks are on a maintenance schedule. Recoating is done every 20 years, this is the first recoating of the McKeever Tank. The District has 22 tanks and some are over 65 years old. He added by doing maintenance on the tanks they are kept in good shape.

IN THE MATTER OF BID OPENING FOR MCKEEVER TANK REPAINTING PROJECT

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Water and Sewer District McKeever Tank Repainting project; they proceeded to open the following bids:

**BID RESULTS
 MCKEEVER TANK PAINTING
 JANUARY 22, 2025**

	<u>BID AMOUNT</u>	<u>BOND</u>	<u>ADDENDUM</u>
EAGLE EYE SERVICES 1294 BANTAM RIDGE ROAD WINTERSVILLE, OH 43953	\$449,160.00	X	
D AND SIX SONS PAINTING 3510 N. M52 STOCKBRIDGE, MI 49285	\$749,200.00	X	X
L & T PAINTING COMPANY 51194 ROMEO PLANK ROAD MACOMB, MI 48042	\$312,640.00	X	X
E & L CONTRACTORS 10299 BERGIN ROAD HOWELL, MI 49285	\$715,000.00	X	X
D & M PAINTING CORP. 1500 AMITY RIDGE ROAD WASHINGTON, PA 15301	\$711,870.00	X	X
CLEARCREEK COATINGS LTD 1900 N. BUSINESS WAY NEW CARLISLE, OH 45344	\$535,150.00	X	X
WORLDWIDE INDUSTRIES PO BOX 1681 470 MITCHELL HILL ROAD BUTLER, PA 16003	\$518,125.00	X	X
UTILITY SERVICE CO. 535 GENERAL COURTNEY HODGES BLVD PERRY, GA 31069	\$608,900.00	X	X
VIKING INDUSTRIAL PAINTING 10905 HARRISON STREET LA VISTA, NE 68128	\$626,250.00	X	X
SEVEN BROTHERS PAINTING 5085 RISSO DRIVE SHELBY TWP., MI 43815	\$729,200.00	X	X
L.C. UNITED PAINTING 3525 BARBARA DR. STERLING HEIGHTS, MI 48310	\$602,600.00	X	X
CLASSIC PROTECTIVE COATINGS N7670 STATE ROAD 25 MENOMONIE, WI 54751	\$1,145,044.00		X
BRZ COATINGS, INC 5500 TIMBER RIDGE WATAUGA, TX 76137	\$557,000.00	X	X

MW COLE CONSTRUCTION **\$519,000.00** **X** **X**
2989 BONIFAY PATH

THE VILLAGES, FL 32163

Present for opening: Kelly Porter, Water and Sewer District Director, Brian Street, Water and Sewer District Engineer and Jeff Vaughn, Project Engineer

Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the McKeever Tank Repainting Project to Kelly Porter, Water and Sewer District Director for review and recommendation.

Note: Engineer's Estimate: \$600,000.00.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Note: Per instruction of the project engineer Mr. Dutton only read aloud the base bid amount. The bids did include alternate bid amounts.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:55 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Erin McVey, HR Generalist, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and dismissal of public employees.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:28 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:28 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

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

IN THE MATTER OF HIRING MICHAEL DALTO AS PART-TIME MEDICAL DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Michael Dalto as part-time Medical Driver at Senior Services of Belmont County, effective February 3, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF APPROVING THE TERMINATION OF MARK INGLES, FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Mark Ingles, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective January 22, 2025 and direct his supervisor to notify Mr. Ingles of the same.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

RECESS

Reconvened at 12:40 p.m. with no further business to be had.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:40 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:40 p.m.
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Read, approved and signed this 29th day of January, 2025.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Vince Gianangeli /s/ _____

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.

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK