

St. Clairsville, Ohio

January 29, 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 \$762,267.98**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A00.002 Salary	\$18,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0059-A009-A01.003 PERS	\$2,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Education/Recreation	\$1,000.00

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:

**K00 M.V.G.T. FUND AND O39 BOND RETIRE-ENGINEERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$88,540.00

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$3,722.06

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\*\***

E-0051-A001-A51.000	Oil & Gas-Commrs	\$2,750,865.00
---------------------	------------------	----------------

**\*\*JANUARY 21, 2025\*\***

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$219,317.99
E-8010-S030-S51.002	Salaries	\$168,133.75
E-8010-S030-S54.000	Food	\$2,590.00
E-8010-S030-S55.010	Supplies	\$760.00
E-8010-S030-S56.000	Motor Vehicles	\$800.00
E-8010-S030-S59.000	Fuel/Utilities	\$36,931.00
E-8010-S030-S60.000	Maintenance & Repair	\$4,000.00
E-8010-S030-S63.000	General	\$8,616.25
E-8010-S030-S66.003	PERS	\$35,958.73
E-8010-S030-S68.006	Hospitalization	\$126,140.00
E-8010-S030-S70.005	Medicare	\$1,881.44

**S32 OAKVIEW JUVENILE-ACTIVITY FUND**

E-8012-S032-S00.000	Activity Fund	\$465.34
---------------------	---------------	----------

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 29, 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 ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR NOVEMBER 2024**

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

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

Upon roll call the vote was as follows:

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

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

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

**COMMISSIONERS**-Vince Gianangeli to Columbus, OH, on February 24-26, 2025, to attend the CCAO New Member Training.

**DJFS**-Jeff Felton to Cambridge, OH, on January 14, 2025, to attend the Regional Child Abuse Prevention Council meeting. Estimated

expenses: \$102.50. Jeff Felton to Cambridge, OH, on April 22, 2025, to attend the Regional Child Abuse Prevention Council meeting.

Estimated expenses: \$102.50. Christine Parker to Columbus, OH, on March 5-7, 2025, to attend the PCSAO Executive meeting. Estimated

expenses: \$465.80.

**SSOBC**-Lisa Kazmirski to Dover, OH, on various dates in 2025 to attend the Regional Directors meeting. Lisa Kazmirski to Cambridge and New Philadelphia, OH, on various dates in 2025 to attend the OMEGA Steering Committee meetings. Lisa Kazmirski to Cambridge, OH, on various dates in 2025 to attend the AAA9 Provider and County Agency 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 22, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING MICHAEL LOLLINI AS PART-TIME DISPATCHER AT BELMONT COUNTY 9-1-1**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Michael Lollini, part-time dispatcher at Belmont County 9-1-1, effective January 29, 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 COURT OF COMMON PLEAS, JUVENILE/PROBATE DIVISION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of a 2025 Honda Ridgeline from Lindsay Automotive Inc, through the State of Ohio Cooperative Purchasing Contract, in the amount of \$42,160.74, based upon the recommendation of Judge Albert Davies, Court of Common Pleas, Juvenile/Probate Division.

*Note: This is a replacement vehicle that will be used by the probation staff to transport youth to and from CrossFit and C-CAP and to perform community service. The vehicle will be purchased with funding from the Department of Youth Services Subsidy Grant.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MODIFICATION NO. 1 TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Modification No. 1 to the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., entered into on July 10, 2024 for the Re-employment Services and Eligibility Assessment (RESEA) program adding an additional \$40,751.22 for a new total of \$120,751.22.

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

DocuSign Envelope ID: 95530A26-32F1-453B-8954-1E71AFE1AD4A

Modification #1 to the  
Purchase of the WIOA Performance of Services Contract  
Reemployment Services and Eligibility Assessment (RESEA)  
Period for Revision: July 1, 2024 June 30, 2025

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740) 695-1075	Contractor:	Jefferson County Community Action Council, Inc. 114 North 4th Street P.O. Box 130 Steubenville, OH 43952 (740) 282-0971
------------	--	-------------	--

This modification is to increase the RESEA, July 1, 2024 June 30, 2025, by adding \$40,751.22 to the existing 80,000 for a total contract of \$120,751.22. All other original terms and conditions of this contract remain in effect.

SIGNATURES

	1/22/2025
Jeffrey Felton, Director Belmont County Department of Job and Family Services	Date

	1/29/25
J. P. Dutton, Belmont County Commissioner	Date

	1/29/25
Jerry Echemann, Belmont County Commissioner	Date

	1/29/25
Vince Gianangeli, Belmont County Commissioner	Date

Signed by: 	1/22/2025
Rich Gualtiere, CEO Jefferson County Community Action Council, Inc	Date

Signed by: 	1/22/2025
WIA-16 Workforce Development Board Chair	Date

DocuSigned by: 	1/23/2025
WIOA-16 Council of Government Chair	Date

Approved as to form: Signed by: 	1/22/2025
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ATTACHMENT A TO THE MASTER SERVICES AGREEMENT WITH VERDANTAS, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Attachment A to the Master Services agreement with Verdantas, LLC (formerly Hull & Associates, LLC), originally approved on April 7, 2021, for engineering services to act in a limited capacity as the floodplain administrator, as needed, increasing the not to exceed amount from \$20,000 to \$30,000.

Note: This is the second amendment to the original agreement that was in the not to exceed amount of \$10,000.



ATTACHMENT A  
FOR  
MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

VERDANTAS, LLC (fka HULL & ASSOCIATES, LLC)

TASK ORDER NO: 003  
VERDANTAS PROJECT CODE: 182216  
CONTRACT NUMBER: CNTRCT.300.4261

Subject to the terms and conditions of the above referenced Contract, the Consultant agrees to perform the following Scope of Work as described in our proposal for Engineering Services dated April 1, 2021.

Additional Engineering Services to act in a limited capacity as the floodplain administrator \$10,000  
At rates set forth in current contract,  
Not to exceed \$30,000.

PROJECT TOTAL TO DATE: \$ 30,000

VERDANTAS PROJECT CONTACT: AJ Smith, P.E.

CLIENT PROJECT CONTACT: J.P. Dutton

VERDANTAS AUTHORIZATION: A.J. Smith DATE: 1-29-25

CLIENT AUTHORIZATION:  [Signature] DATE: 1-29-25

[Signature]  [Signature]  
(Please return one signed original to Verdantas's Project Contact and retain one signed original for Client's records)

VERDANTAS LLC  
ST. CLAIRSVILLE, OHIO

JANUARY 2025  
BCC001.0003

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE PRELIMINARY LEGISLATION  
RESOLUTION/PROJECT BEL-70-9.35**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Preliminary Legislation resolution giving consent to the Director of Transportation to complete work on Project BEL-70-9.35 for the reconstruction of the IR 70 and SR 149 interchange as follows:

- Pavement widening and resurfacing of portions of the IR 70 Ramps, SR 149 and TR 1528 (Reco Road).
- Bridges on IR 70 over SR 149 will be removed and replaced with longer structures to accommodate the widening of SR 149 beneath.
- Relocation of portions of the Loves, Pilot and Marathon drives.

- Construction of new storm sewers, curbs, sidewalks, traffic signals with pedestrian facilities, highway lighting, utility relocation and all necessary traffic control devices and appurtenances needed to complete the project.

*Note: Estimated project cost is \$355,190.00 which will be paid for from the Capital Improvements Funds N-14 & N-22.*

PID No. 120547

**PRELIMINARY LEGISLATION**  
**RC 5521.01**

Resolution# N/A  
PID No. 120547  
County/Route/Section BEL-70-9.35

The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the STATE has identified the need for the described project:

The reconstruction of the IR 70 and SR 149 interchange as follows: The project shall consist of pavement widening and resurfacing of portions of the IR 70 Ramps, SR 149, and TR 1528 (Reco Road). The bridges on IR 70 over SR 149 will be removed and replaced with longer structures to accommodate the widening of SR 149 beneath. Also included are the relocation of portions of the Loves, Pilot, and Marathon drives. Work on the project also includes construction of new storm sewers, curbs, sidewalks, traffic signals with pedestrian facilities, highway lighting, utility relocation, and all necessary traffic control devices and appurtenances needed to complete the project.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above-described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

ODOT shall assume and bear the entire cost of the improvement less the amount of the actual costs to relocate the portions of the county-owned water and sewer lines which are in ODOT's right of way and are in conflict with the project. This cost is estimated to be \$355,190.00. The LPA understands that this cost is just an estimate and agrees to pay the actual costs to relocate said county-owned utilities whether greater than or less than the estimated costs.

In addition, in the event the LPA requests certain features or appurtenances be included in the project, and which features and appurtenances are determined by the state and FHWA to be not necessary for the project, the LPA agrees to pay One Hundred Percent (100%) of the cost of those items.

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary right of way required for the described project.

The LPA agrees to be responsible to ensure that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

**SECTION V - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The Director of Belmont County Water and Sewer District is hereby empowered on behalf of the Board of Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above-described project.

Passed: January 29, 2025.  
(Date)

Attested: Bernie Byrnes  
(Clerk)

[Signature]  
(Commissioner)

Attested: Bernie Byrnes  
(Clerk)

Jerry Echemann  
(Commissioner)

Attested: Bernie Byrnes  
(Clerk)

Vince Gianangeli  
(Commissioner)

This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

**OHIO DEPARTMENT OF TRANSPORTATION PROJECT/BEL-COURT  
CAMPUS IMPROVEMENTS PROJECTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-COURT CAMPUS IMPROVEMENTS Project; Estimated LPA share is \$1,411,366.00.

*Note: An ODOT grant was received in the amount of \$1,417,714.00. The estimated LPA share may be adjusted after bids are opened on February 13, 2025.*

(Resolution/Ordinance No. N/A)

PID No. 117385

**FINAL RESOLUTION**

The following Final Resolution enacted by the Board of County Commissioners, County of Belmont, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 6th day of November 2024, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of the redevelopment of the existing Belmont County Courthouse Plaza and courthouse steps on East Main Street (U.S.R. 40) from S.L.M. 18.59 to S.L.M. 18.65 including upgraded bicycle and pedestrian facilities, ADA accessibility improvements, concrete walks, concrete steps, limestone steps, railing upgrades, drainage and water work upgrades, landscaping upgrades, lighting upgrades, and pavement markings, lying within Belmont County; and**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **One Million Four Hundred Eleven Thousand Three Hundred Sixty-Six and - - 00/100 Dollars, (\$1,411,366.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

PID No. 117385

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **One Million Four Hundred Eleven Thousand Three Hundred Sixty-Six and - - - - 00/100 Dollars, (\$1,411,366.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Commissioners** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 29th day of JANUARY, 2025, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 109, at Page N/A, and under date of JANUARY 29, 2025.

Legislative Authority of the  
Board of County Commissioners  
County of **Belmont**, Ohio

X APCA

X John Palomares

X Vince Giannardi

Commissioners

Bonnie Humpal

Clerk (Secretary Ex-Officio)

SEAL  
(If Applicable)



PID No. 117385

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$1,411,366.00** required for the payment of the cost other than that thereof assumed by the **Federal Government**, for the improvement of that portion of **County Courthouse**, more particularly described as follows:

**The project consists of the redevelopment of the existing Belmont County Courthouse Plaza and courthouse steps on East Main Street (U.S.R. 40) from S.L.M. 18.59 to S.L.M. 18.65 including upgraded bicycle and pedestrian facilities, ADA accessibility improvements, concrete walks, concrete steps, limestone steps, railing upgrades, drainage and water work upgrades, landscaping upgrades, lighting upgrades, and pavement markings, lying within Belmont County; and**

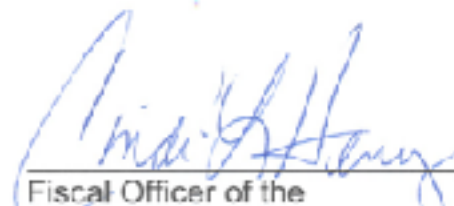
has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied, placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of **Belmont** County, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume 109, at Page N/A

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this 29<sup>th</sup> day of January, 20 25.

(Fiscal Officer's Seal)  
(If Applicable)

  
\_\_\_\_\_  
Fiscal Officer of the  
Board of County Commissioners  
Belmont County, Ohio

**CONTRACT**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II: PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of the redevelopment of the existing Belmont County Courthouse Plaza and courthouse steps on East Main Street (U.S.R. 40) from S.L.M. 18.59 to S.L.M. 18.65 including upgraded bicycle and pedestrian facilities, ADA accessibility improvements, concrete walks, concrete steps, limestone steps, railing upgrades, drainage and water work upgrades, landscaping upgrades, lighting upgrades, and pavement markings, lying within Belmont County.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Million Four Hundred Eleven Thousand Three Hundred Sixty-Six and - - - - 00/100 Dollars, (\$1,411,366.00).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;

PID No. 117385

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

Board of County Commissioners  
County of Belmont  
101 W. Main Street  
St. Clairsville, Ohio  
43950

Ohio Department of Transportation  
Office of Contract Sales & Estimating  
1980 West Broad Street, 4th Floor  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

PID No. 117385

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract 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.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract 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 the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

PID No. 117385

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY**  
Board of County Commissioners  
County of Belmont

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
Commissioners

*APDA*  
\_\_\_\_\_  
County Commissioner

*Jean Coleman*  
\_\_\_\_\_  
County Commissioner

*Vince Guarnigoli*  
\_\_\_\_\_  
County Commissioner

*JANUARY 29, 2025*  
\_\_\_\_\_  
Date

PID No. 117385

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Corinna Efke  
Unit Coordinator, Transportation  
Executive Agencies Section

---

Upon roll call the vote was as follows:

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



**AND STATEMENT OF WORK NO. 1 WITH ISSG, INC/AUDITOR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Master License agreement and Statement of Work No. 1 with ISSG, Inc., on behalf of Belmont County Auditor's Office, for PTS Software and Services for a one- year term, in the amount of \$203,962.00  
*Note: This shall automatically renew for one-year periods unless either party delivers written notice at least 90 days prior to expiration date and will be paid for from the General Fund..*

ISSG MASTER SERVICES AGREEMENT

**MASTER SERVICES AGREEMENT - GENERAL TERMS**

This Master Services Agreement ("Agreement") is entered into by and between ISSG, Inc. ("ISSG") and Customer and consists of these General Terms, the applicable Supplemental Terms and SLAs, and any additional terms ISSG presents when an Order is placed. This Agreement is effective as of the last signature date of an Order ("Effective Date"). As used in this Agreement, "Party" means either ISSG or Customer, as appropriate, and "Parties" means both ISSG and Customer.

By entering into this Agreement through an Order, you agree to follow and be bound by the terms and conditions as set out below. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, including supplements and addenda (if any) incorporated by reference herein. In such event, "Customer" as used in this Agreement will refer to such entity.

**1. OVERVIEW AND RIGHT TO USE**

- 1.1. **Overview.** This Agreement is a master agreement under which Customer may obtain one or more subscriptions to ISSG Software as a Service ("SaaS Subscription") and obtain Professional Services applicable to such SaaS Subscriptions from ISSG, as specifically set out in one or more Orders. The capitalized terms in this Agreement are defined in Section 12 (Definitions) or otherwise defined in the body of this Agreement.
- 1.2. **Orders.** (i) Each Order is subject to this Agreement. (ii) An Order will be a part of this Agreement as if fully included within its body and will set forth the Fees, Subscription Term for the SaaS Subscriptions and/or Professional Services, and certain other Key Terms applicable to such SaaS Subscriptions and Professional Services. (iii) Absent the execution of an Order, this Agreement does not, in and of itself, represent a commitment by Customer to order any products or services from ISSG. (iv) To become effective, an Order must be signed by an authorized representative of each Party.
- 1.3. **Precedence.** In the event of any inconsistency, conflict, or ambiguity among the various parts of this Agreement, the following order of precedence shall apply: (i) **Order Key Terms:** The specific key terms and conditions outlined in any Order shall take precedence over all other parts of this Agreement with respect to the SaaS Subscriptions and Professional Services to which they pertain. (ii) **Supplemental Terms:** Any Supplemental Terms, including but not limited to Product-Specific Terms, addenda, or amendments, shall take precedence over the General Terms with respect to the products or services to which they pertain. (iii) **General Terms:** The General Terms of this Agreement shall govern all other aspects of the relationship between the Parties and apply except where explicitly superseded by the Order Key Terms or Supplemental Terms as described in this Section.
- 1.4. **Right to Use.** Subject to Customer's compliance with this Agreement, including the timely payment of all applicable Fees, ISSG hereby grants to Customer a limited, non-perpetual, non-exclusive, revocable, non-transferable Right to Use the SaaS Subscription together with the Documentation generally provided with it during the Subscription Term described in each Order, solely for Customer's internal use and business purposes and subject to the Documentation (the "Right to Use"). Customer acknowledges that this Agreement is a services agreement and ISSG will not be delivering copies of software to Customer as part of the SaaS Subscription. With respect to any software that is distributed or provided to Customer for use on Customer premises or devices, ISSG hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such software during the Subscription Term only.

**2. SERVICES AND SUPPORT**

- 2.1. **Availability of Purchased Services.** ISSG will make the SaaS Subscription(s) and applicable Professional Services (the "Purchased Services") available to Customer pursuant to this Agreement.
- 2.2. **Maintenance and Support.** ISSG will provide Standard Maintenance and Support for the SaaS Subscription(s) as set forth in the Standard Maintenance and Support Description at no additional charge.

ISSG MASTER SERVICES AGREEMENT

- 2.3. **Service Level.** ISSG will use commercially reasonable efforts to make the Purchased Service(s) available pursuant to the Service Levels set forth in the applicable Service Level Agreement for the Purchased Service(s). The SLA sets forth Customer's sole remedies for availability of the Purchased Services, including any failure to meet any guarantee.
- 2.4. **Professional Services.** ISSG will provide to Customer the Professional Services identified in the applicable Order(s). Nothing in this Agreement shall be construed to limit ISSG's ability to provide similar Professional Services to other customers. Professional Services provided by ISSG are considered a derivative work of ISSG and do not constitute "work for hire".
3. **RESTRICTIONS AND RESPONSIBILITIES**
- 3.1. **Unauthorized Use.** Customer shall not, and shall not permit anyone to: (i) make the Purchased Services available to any person other than authorized persons, (ii) use or access the Purchased Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iii) modify or create derivative works based upon the Purchased Services or Documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Purchased Services or Documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Purchased Services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the Purchased Services or use the Documentation in order to build a similar product or competitive product. Customer shall notify ISSG immediately of any unauthorized use of Purchased Services or suspected breach of security.
- 3.2. **Assistance.** Customer shall provide commercially reasonable information and assistance to ISSG to enable ISSG to deliver the Purchased Services. Upon request from ISSG, Customer shall promptly deliver Customer Content to ISSG in an electronic file format specified and accessible by ISSG. Customer acknowledges that ISSG's ability to deliver the Purchased Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
4. **CONFIDENTIALITY**
- 4.1. **Definition.** "Confidential Information" means: (i) any information disclosed, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Receiving Party") pursuant to this Agreement that is designated as "confidential", or in some other manner to indicate its confidential nature; and (ii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, the terms (but not the existence) of this Agreement are the Confidential Information of ISSG. However, Confidential Information does not include any information which: (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (b) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (c) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.
- 4.2. **Limited Use; Protection.** Neither Party shall use the Confidential Information of the other Party for any purpose except to exercise its rights and fulfil its obligations under this Agreement. Neither Party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other Party, except to employees or contractors of the Receiving Party with a need to know, or to its advisors, or prospective investors or purchasers, each subject to an obligation of confidentiality. Each Party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other Party and will take at least those measures that it takes to protect its own most highly categorized confidential information.
- 4.3. **Compelled Disclosure.** If a Receiving Party is compelled by law or a court of competent jurisdiction to disclose the Disclosing Party's Confidential Information, the Receiving Party will, where permitted by law, promptly notify the Disclosing Party in writing and will, where permitted by law, reasonably cooperate with the Disclosing Party in seeking a protective order or other appropriate remedy at the Disclosing

## ISSG MASTER SERVICES AGREEMENT

Party's expense. If disclosure is required, the Receiving Party will furnish only that portion of Confidential Information that is legally required and will exercise reasonable efforts to obtain assurance that it will receive confidential treatment.

- 4.4. **Exceptions.** Nothing in Section 4 (Confidentiality) of the Agreement shall be construed to limit the rights or obligations of the Parties under Ohio law as it relates to Public Records including, without limitation, Section 149.43 of the Ohio Revised Code.

**5. PROPRIETARY RIGHTS**

- 5.1. **License from Customer.** Subject to the terms and conditions of this Agreement, Customer shall grant to ISSG a limited, non-exclusive, and non-transferable license, to copy, store, configure, perform, display, and transmit Customer Content solely as necessary to provide the Purchased Services to Customer.
- 5.2. **Ownership and Restrictions.** Customer retains ownership and intellectual property rights in and to its Customer Content. ISSG or its licensors retain all ownership and intellectual property rights to the Purchased Services, Software, and anything developed and delivered under this Agreement.
- 5.3. **Suggestions.** ISSG shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any suggestions, enhancement requests, recommendation or other feedback provided by Customer relating to the operation of the Purchased Services.

**6. INVOICING AND PAYMENT**

- 6.1. **Subscriptions.** SaaS Subscriptions are purchased for the Subscription Term stated in the applicable Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ISSG regarding future functionality or features.
- 6.2. **Renewals.** Unless otherwise specified in the applicable Order, SaaS Subscriptions will renew at ISSG's current fee for the SaaS Subscription at the time of the renewal, not the fee from the expired or expiring Subscription Term.
- 6.3. **Use Limitations.** SaaS Subscriptions may be subject to Use Limitations as specified in the applicable Order. If Customer exceeds a contractual Use Limitation, ISSG may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding ISSG's efforts, Customer is unable or unwilling to abide by a contractual Use Limitation, Customer will execute an additional Order to increase the Use Limitation of the applicable SaaS Subscription promptly upon ISSG's request, and/or pay any invoice for excess usage.
- 6.4. **Invoices and Payment.** ISSG shall invoice Customer for all Purchased Services according to the applicable Order. Customer shall pay all undisputed invoices within 30 days of receipt of the invoice. Except as expressly provided otherwise in this Agreement, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to ISSG in United States Dollars.
- 6.5. **Expenses.** Customer will reimburse ISSG for its reasonable, out-of-pocket travel and related expenses incurred in performing the Professional Services (if any). ISSG shall notify Customer prior to incurring any such expense. ISSG shall comply with Customer's travel and expense policy if made available to ISSG prior to the required travel.
- 6.6. **Taxes.** ISSG's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If ISSG has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, ISSG will invoice Customer and Customer will pay that amount unless Customer provides ISSG with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer shall not be liable for taxes based on ISSG's net income, capital, or corporate franchise.

**7. TERM AND TERMINATION**

- 7.1. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall continue for the longer of one year or until all Subscription Periods have ended without renewal.

## ISSG MASTER SERVICES AGREEMENT

- 7.2. **Subscription Term.** The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 90 days before the end of the relevant subscription term. Customer's failure to provide written notice within the 90-day period will not obligate Customer to renew. In such event, Customer acknowledges that lack of timely notification will affect ISSG's ability to fulfil its obligations under Section 7.7 (Effect of Termination).
- 7.3. **Trial Period.** As specified on the applicable Order, Customer may have the right to terminate an order for a SaaS Subscription under this Agreement for any reason or no reason for a period of thirty (30) days from the Subscription Start Date; provided that Customer provides ISSG written notice of termination of the order within such thirty (30) day period. This right pertains only to the initial Subscription Term, and not to any subsequent renewal Subscription Term.
- 7.4. **Termination.** Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured, or a plan developed to cure, within thirty (30) days after receipt of written notice of such breach. Parties shall have such additional time as may be reasonably required to cure such breach so long as the party commences to cure such breach within such thirty-day period and thereafter prosecutes such cure to completion.
- 7.5. **Suspension for Non-Payment.** ISSG reserves the right to suspend delivery of the Purchased Services if Customer fails to timely pay any undisputed amounts due to ISSG under this Agreement, but only after ISSG notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of Purchased Services shall not release Customer of its payment obligations under this Agreement. Customer agrees that ISSG shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Purchased Services resulting from Customer's nonpayment.
- 7.6. **Suspension for Ongoing Harm.** ISSG reserves the right to suspend delivery of the Purchased Services if ISSG reasonably concludes that Customer or a User's use of the Purchased Services is causing immediate and ongoing harm to ISSG or others. In the extraordinary case that ISSG must suspend delivery of the Purchased Services, ISSG shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. ISSG shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the Purchased Services.
- 7.7. **Effect of Termination.** Upon termination of this Agreement or expiration of the Subscription Term, ISSG shall immediately cease providing the Purchased Services and all usage rights granted under this Agreement shall terminate. If ISSG terminates this Agreement due to a breach by Customer, then Customer shall immediately pay to ISSG all amounts then due under this Agreement and to become due during the remaining term of this Agreement, but for such termination. If Customer terminates this Agreement due to a breach by ISSG, then ISSG shall immediately repay to Customer all pre-paid amounts for any unperformed Services scheduled to be delivered after the termination date. Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.
- B. WARRANTY AND DISCLAIMER**
- 8.1. **Mutual.** Each party represents and warrants to the other that: (i) it has the legal power and authority to enter into this Agreement; (ii) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its origin; (iii) it will comply with all Applicable Laws in performing its obligations or exercising its rights in this Agreement.
- 8.2. **From ISSG.** ISSG represents and warrants that: (i) ISSG will maintain all licenses, permits and other permissions necessary to provide the SaaS Services; (ii) ISSG will provide the Purchased Services in a professional manner consistent with general industry standards and that the Purchased Services will perform substantially in accordance with the Documentation; (iii) ISSG will not materially decrease the

## ISSG MASTER SERVICES AGREEMENT

- general functionality of the Purchased Services during a Subscription Term. For any breach of a warranty, Customer's exclusive remedy shall be as provided in Section 7 (Term and Termination).
- 8.3. **From Customer.** Customer represents and warrants that it, all Users, and anyone submitting Customer Content each have and will continue to have all rights necessary to submit or make available Customer Content to the Purchased Services and to allow the use of Customer Content as described in the Agreement.
- 8.4. **Disclaimer.** Except as expressly set forth in this Agreement, the Purchased Services are provided 'as-is' without representation or warranty of any kind, whether express, implied, or statutory. ISSG hereby disclaims any and all implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and any warranties arising from conduct or course of dealing. Without limiting its obligations under Section 2 (Services and Support), ISSG does not warrant that the Purchased Services will be error-free or will work without interruptions, and Customer relies on the Purchased Services at Customer's own risk. Customer is solely responsible for its business operations and for the Customer operation of Purchased Services. Customer acknowledges its responsibility for the activities of Customer or Customer's Users. Customer acknowledges that ISSG exercises no control over the content of the information provided, transmitted, or stored by Customer or its Users through the Purchased Services. Customer acknowledges that ISSG is not responsible for the data management and security practices of third parties related to the sharing of Customer Data with a third party as instructed by the Customer.
- 8.5. **Non-ISSG Products and Services.** Third parties may make available products or services, intended to interoperate, or claimed to interoperate with ISSG SaaS Subscriptions. Any acquisition or use by Customer of such products or services, and any exchange of data between Customer and any Non-ISSG provider, product or service is solely between Customer and the applicable non-ISSG provider. ISSG does not warrant or support Non-ISSG Products or Services, unless expressly provided otherwise in an Order or the Documentation for a Purchased Service. ISSG is not responsible for any disclosure, modification or deletion of Customer Content resulting from use of such Non-ISSG Product or Service or by its provider.
- 8.6. **Integration with Non-ISSG Products and Services.** The Purchased Services may contain features designed to interoperate with Non-ISSG Products and Services. ISSG cannot guarantee the continued availability of such features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-ISSG Product or Service ceases to make the Non-ISSG Product or Service available for interoperation with the corresponding Purchased Service in a manner acceptable to ISSG.
9. **INDEMNIFICATION**
- 9.1. **Indemnification by ISSG.** If a third party makes a claim against Customer that a Purchased Services infringes any patent, copyright or trademark, or misappropriates any trade secret, ISSG shall defend Customer and its directors, officers and employees against the claim at ISSG's expense and ISSG shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by ISSG, to the extent arising from the claim. ISSG shall have no liability for any claim based on: (i) the Customer Content, (ii) modification of the Purchased Services not authorized by ISSG, or (iii) use of the Purchased Services other than in accordance with the Documentation and this Agreement. ISSG may, at its sole option and expense, procure for Customer the right to continue use of the Purchased Services, modify the Purchased Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount prepaid by Customer with respect to the undelivered Subscription Term following the termination date.
- 9.2. **Conditions for Indemnification.** A party seeking indemnification under this section shall (i) promptly notify the other party of the claim, (ii) give the other party sole control of the defense and settlement of the claim, and (iii) provide, at the other party's expense for out-of-pocket expenses, the assistance, information, and authority reasonably requested by the other party in the defense and settlement of the claim.

ISSG MASTER SERVICES AGREEMENT

**10. LIMITATIONS OF LIABILITY**

**10.1.** NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF ISSG) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. MISCELLANEOUS**

- 11.1.** Non-Exclusive Service. Customer acknowledges that Purchased Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict ISSG's ability to provide the Purchased Services or other technology, including any features or functionality first developed for Customer, to other parties.
- 11.2.** Assignment. Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.
- 11.3.** Notices. Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or electronic mail, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at either the physical or electronic mail address set forth in this Agreement.
- 11.4.** Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 11.5.** Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.
- 11.6.** Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- 11.7.** Amendment and Modification. This Agreement may be subject to amendments or modifications as follows: (i) The Parties may execute additional Orders for services at any time, which shall be incorporated by reference into and become part of this Agreement upon execution; (ii) ISSG reserves the right to update this Agreement during any Subscription Term to reflect changes in laws, regulations, or the enhancement of services provided. Such updates shall not result in Material Adverse Changes affecting the parties' rights, obligations, or the overall utility of the Purchased Services during the then current Subscription Term; (iii) Customer will be notified at least 60 days in advance of any changes to the Agreement taking effect; (iv) Material Adverse Changes will not be implemented during the then current Subscription Term, but will become effective upon the renewal of a Subscription or the execution of a subsequent Order; (v) Customers may be required to accept revised or additional terms when placing a new Order; (vi) Customers' continued use of the Purchased Services through renewal or upon the execution of a subsequent Order, signifies Customer's acceptance of any and all changes, including Material Adverse

## ISSG MASTER SERVICES AGREEMENT

- Changes, made to the Agreement. Should Customer disagree with any changes made to the Agreement, they must discontinue the use of the Purchased Services by the end of the then current Subscription Term.
- 11.8. Entire Agreement. This Agreement supersedes all previous oral and written communications by the parties concerning the subject matter of this Agreement.
- 11.9. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.
- 11.10. Publicity. ISSG may include Customer's name and logo in its customer lists and on its website. Upon signing, ISSG may issue a high-level press release announcing the relationship and how Customer will use the Purchased Services. ISSG shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 11.11. Independent Contractor. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 11.12. Statistical Information. ISSG may anonymously compile statistical information related to the performance of the Purchased Services for purposes of improving the Purchased Services, provided that such information does not identify Customer's Data or include Customer's name.
- 11.13. Governing Law. This Agreement shall be governed by the laws of the State of Ohio, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 11.14. Dispute Resolution. Customer's satisfaction is an important objective to ISSG in performance of this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.
- 11.15. Signatures. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart.
12. **DEFINITIONS**
- 12.1. Agreement: The contract between ISSG and the Customer encompassing these General Terms, Orders, and any other supplementary documents and amendments agreed upon by both parties.
- 12.2. Applicable Laws: The laws, rules, regulations, court orders, and other binding requirements of a relevant government authority that apply to or govern ISSG or Customer.
- 12.3. Customer Content: Any data, information, materials, or content provided, uploaded, or submitted by the Customer to ISSG for the purpose of utilizing the Purchased Services.
- 12.4. Documentation: The official user guides, online help files, training materials, and Customer requirement artifacts detailing the configuration, use and operation of the Purchased Services.
- 12.5. Effective Date: The date on which this Agreement becomes legally binding, typically the date on which it is signed by the last party.
- 12.6. Material Adverse Changes: Significant modifications to the agreed terms that could negatively affect Customer's use of the Purchased Services or ISSG's ability to deliver those services under the then-current Subscription Term. Material Adverse Changes are distinguished from other amendments or modifications by their potential to detrimentally affect the parties' rights, obligations, or the overall utility of the services. The intent is to ensure that any modifications made to the terms of the Agreement do not

---

ISSG MASTER SERVICES AGREEMENT

unexpectedly compromise the Customer's operational functionality or the agreed-upon service level during an active Subscription Term.

- 12.7. Order: A formal request by the Customer for ISSG's services or products, detailing the specific services or products to be provided, their quantities, and key terms.
- 12.8. Professional Services: Specialized services provided by ISSG, which may include services related to implementation, training, consulting, custom development, and other expert services related to the Purchased Services.
- 12.9. Purchased Services: The combination of SaaS Subscriptions and any Professional Services procured for a non-zero fee by the Customer from ISSG as outlined in an Order.
- 12.10. SaaS Subscription (Subscription): Software as a Service, a subscription-based service provided by ISSG, granting the Customer access to specific features and capabilities provided by ISSG over the internet.
- 12.11. Statement of Services: A detailed document outlining the specific scope of work, deliverables, or timelines related to the Professional Services provided under an Order.
- 12.12. Subscription Term: The period during which the Customer is entitled to access and use the SaaS Subscriptions, as specified in the relevant Order.
- 12.13. Trial Period: A limited period during which the Customer can use the Purchased Services on a trial basis and may be subject to specific terms and conditions.
- 12.14. Use Limitations: Restrictions or conditions that may be set forth by ISSG on the consumption of resources related to the Purchased Services.



**ORDER FORM – KEY TERMS AND FEE SCHEDULE**

This Order is part of the Master Services Agreement ("Agreement") entered into by and between ISSG, Inc. ("ISSG"), an Ohio corporation with its principal place of business at 1664 E State Route 73 Waynesville OH 45068, and Belmont County ("Customer") with its principal place of business at 101 W Main Street St. Clairsville, OH 43950, and is effective upon signature by both Parties. ISSG and Customer agree that the terms of the Agreement will apply to the Purchased Service(s) identified within this Order. In the event of a conflict between the Key Terms specified in this Order and the General Terms, the Key Terms on this Order Form shall prevail.

**KEY TERMS**

1. **SaaS Subscriptions:** The Order includes one or more of the following SaaS Subscriptions (as selected):
  - a.  Property Tax System ("PTS") and Standard Maintenance and Support
  - b.  Treasurer's Website and Standard Maintenance and Support
  - c.  Auditor's Website and Standard Maintenance and Support
2. **Professional Services:** The Order includes one or more of the following Professional Services (as selected):
  - a.  Data Cleansing/Conversion
  - b.  Initial User Training
  - c.  Additional User Training
  - d.  Consulting, Requirements & Integration
3. **Use Limitations:** If selected, the SaaS Subscriptions in this Order are subject to the following Use Limitations. If at any time during the Subscription Term the Customer exceeds the specified Use Limitations, Customer and ISSG agree to execute a follow-on Order for increased Use Limitations at the then current ISSG rate/fee for increased Use Limitations:
  - a.  Use Limitations \_\_\_\_\_
4. **Subscription Start Date:** The SaaS Subscription will begin on **December 12, 2024**.
  - a.  Subscription Start Date is planned and subject to change.
5. **Subscription Term:** The Subscription Term begins on the Subscription Start Date and continues for one (1) year thereafter, at which point either:
  - a.  The Subscription Term SHALL automatically renew for successive one (1) year periods at the renewal rate/fee specified in this Order, unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-current Subscription Term.
  - b.  The Subscription Term SHALL NOT automatically renew for successive one (1) year periods. Customer may elect in writing to exercise their option to renew a Subscription for either (a) the renewal rate/fee for the SaaS Subscription as (and if) specified in this Order, or (b) the then current ISSG rate/fee for the SaaS Subscription.
6. **Order Value:** The total value of this Order is **\$203,962.00**. The Order Value includes all fees for SaaS Subscription(s) and/or Professional Services as selected on this Order. The Order Value does not include fees for Renewal Subscription Terms, Professional Services charged on a Time and Materials basis, or expenses incurred in the delivery of ordered Professional Services. Upon execution of this Order, ISSG shall issue an invoice in accordance with the terms of this Agreement.
  - a.  Order Value includes taxes.
7. **Invoicing and Payment:** Payment is due 30 days from Customer receipt of invoice, which will be sent:
  - a.  Annually, on Subscription Start Date or Subscription Renewal Date (as applicable).
  - b.  Monthly, on the \_\_\_\_ day of the month.

**FEE SCHEDULE**

SaaS Subscription Schedule			
SaaS Subscription	Term	Fee	Annual Renewal Fee
PTS	1 Year	\$203,962.00	Prior year plus 3%
Treasurer's Website	1 Year	\$0.00	-
Auditor's Website	1 Year	\$0.00	-

Professional Services Schedule		
Professional Service	Qty/Term	Fee
Data Cleansing/Conversion	0	\$0.00
Initial User Training	0	\$0.00
Additional User Training	0	\$0.00
Consulting, Requirements & Integration	0	\$0.00

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

**ISSG**

By: \_\_\_\_\_  
 Name: Aaron Fortener  
 Title: Vice President  
 Date: \_\_\_\_\_

By: Cindi Henry  
 Name: Hon. Cindi L. Henry  
 Title: Belmont County Auditor  
 Date: 1-8-25

By: J.P. Dutton  
 Name: J.P. Dutton  
 Title: BELMONT Co. COMMISSION PRESIDENT  
 Date: 1-29-25

By: Jerry Echemann  
 Name: JERRY ECHEMANN  
 Title: BELMONT Co. COMMISSION VICE-PRES  
 Date: 1-29-25

By: Vince Gianangeli  
 Name: VINCE GIANANGELI  
 Title: BELMONT COUNTY COMMISSION MEMBER  
 Date: 1-29-25

APPROVED AS TO FORM:  
H. Helling, Assistant Prosecuting Attorney  
 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**WITH HAMMONTREE & ASSOCIATES, LTD/ENGINEER'S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$3,500.00 for permit applications for SFN 0732362 Bridge Replacement on TR317 (Pultney Township), based upon the recommendation of Terry Lively, County Engineer.

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

**PROFESSIONAL SERVICES AGREEMENT  
by and between  
BELMONT COUNTY, OHIO  
And  
HAMMONTREE & ASSOCIATES, LIMITED  
for  
Permit Applications – SFN 0732362**

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

**WITNESSETH:**

**WHEREAS**, the COUNTY is desirous of replacing a bridge on TR 317 in Pultney Township (SFN 0732632) and in engaging the services of the ENGINEER in order to assist the COUNTY with the necessary permit for construction thereof; and

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

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

**ARTICLE 1- SCOPE OF SERVICES**

1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment "A" – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.

1.2. The services indicated are for the completing the necessary permit application documents for the replacement of the referenced bridge.

**ARTICLE 2- SCHEDULE**

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

2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within six (6) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by February 10, 2025.

Permit Application Submittal                      March 15, 2025

**ARTICLE 3- COMPENSATION**

3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$3,500.00 (Three Thousand Five Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Permit Application.....\$3,500

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

**ARTICLE 4- GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 29<sup>th</sup> day of January, 2025.

WITNESSES:

BELMONT COUNTY BOARD OF COMMISSIONERS

Bonnie Zuzak /s/

J. P. Dutton /s/

Bonnie Zuzak /s/

Jerry Echemann /s/

Bonnie Zuzak /s/

Vince Gianangeli /s/

WITNESS:

BELMONT COUNTY ENGINEER

Bonnie Zuzak /s/

Terry Lively /s/

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

WITNESS:

HAMMONTREE & ASSOCIATES, LIMITED

Karl J. Oprisch /s/

By: Melinda C. Chase /s/

Melinda C. Chase, P.E.

Title: Partner

Approved as to form:

KEVIN FLANAGAN

Belmont County Prosecutor

Jacob A. Manning /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) AND BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Memorandum of Understanding, effective January 1, 2025 through December 31, 2025, by and between the Belmont County Local Emergency Planning Committee (LEPC) and the Board of Belmont County Commissioners for the purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County.

*Note: This is regarding the funding provided by the LEPC for services to be provided by the Director and staff of the Belmont County Emergency Management Agency.*

Memorandum of Understanding

This Memorandum of Understanding, effective January 1, 2025 until December 31, 2025 is entered into by and between the Belmont County Local Emergency Planning Committee (LEPC), 68329 Bannock Road, St. Clairsville, OH 43950, and the Board of Belmont County Commissioners (Commissioners) 101 West Main Street St. Clairsville, Ohio 43950, for purpose of promoting public safety and prudent emergency planning for the citizens of Belmont County, Ohio.

In consideration of the services to be provided by the Director and staff of the Belmont County Emergency Management Agency as described below, the LEPC agrees to provide the sum of twelve thousand eight hundred and ten dollars and 37/100 (\$12,810.37) annually, provided that (1) the LEPC has such amount, and (2) said sum does not exceed 75% of the fund balance. Said funds shall be made available to the Commissioners during the first quarter of each calendar year this agreement is effect.

In consideration of the funds provided by the LEPC to the Board as described in this agreement, the EMA shall provide the following services to or for the LEPC:

1. Grant writing and administration
2. Administration of SARA Title III filings by local chemical facilities
3. Compliance and enforcement of SARA Title III regulations
4. Compliance with SERC mandated reports
5. Emergency response to spills and releases of regulated materials
6. Information coordination of LEPC public records
7. Plan development, review, and updates
8. Annual exercise of the LEPC county plan and emergency response
9. Administration of the LEPC Cost Recovery Program
10. Such other administrative duties as may be needed, provided that such additional duties shall not interfere with nor impede the discharge of the emergency management responsibilities of the EMA Director and staff

The parties stipulate that funds provided by the LEPC to the Commissioners shall be used to supplement existing funding for salaries, benefits and other operational expense categories of the EMA; and that said funds are being provided by the LEPC to the Commissioners on the

condition that such funds shall be used in addition to, and not as a replacement of, funding currently budgeted by the Commissioners to the EMA.

Each party hereto reserves the right to revise or terminate this Memorandum of Understanding annually prior to the anniversary of the date of the signing. Unless terminated, by either party upon written notice to the other not later than 30 days prior to the anniversary date, this agreement shall be in effect for the calendar year.

BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Dave Ivan, Chairman

BOARD OF BELMONT COUNTY COMMISSIONERS

BY: J. P. Dutton /s/ \_\_\_\_\_ DATE: 1-29-25  
J. P. Dutton, President

BY: Jerry Echemann /s/ \_\_\_\_\_ DATE: 1-29-25  
Jerry Echemann, Vice President

BY: Vince Gianangeli /s/ \_\_\_\_\_ DATE: 1-29-25  
Vince Gianangeli

APPROVED AS TO FORM:

Jacob Manning /s/ \_\_\_\_\_

BELMONT COUNTY  
ASSISTANT PROSECUTOR

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE NOTICE TO PROCEED WITH GRAE-CON CONSTRUCTION, INC./RECORDS AND HEALTH DEPARTMENT BUILDING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Notice to Proceed with Grae-Con Construction, Inc., for the Belmont County Records Building and Health Department Building Project, based upon the recommendation of Attorney Casey Rieth, Bricker Graydon.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE AUTHORIZATION/ANNUAL RENEWAL FROM JOHNSON CONTROLS/JAIL AND OAKVIEW ADMINISTRATION BUILDING (RECORDS)**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase Authorization/annual renewal from Johnson Controls for the period of February 1, 2025 to January 31, 2026 for the following:

- Annual Fire Alarm Test & Inspection at the Belmont County Jail in the amount of \$9,540.00.
- Annual Fire Alarm Test & Inspection and Sprinkler Wet System Test for the Oakview Administration Building (Records) in the amount of \$2,000.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL NUMBER P10761 FROM H. E. NEUMANN/CLERK OF COURTS OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal number P10761 from H. E. Neumann Company in the amount of \$10,866.00 for all labor and materials necessary to replace the failed water source heat pump serving the Clerk of Courts office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC COMPANY/ANNEX III**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from ERB Electric Company in the amount of \$4,037.00 to furnish and install the following:

- One new Dell Optiplex PC and reinstall Lenel OnGuard and migrate the data.
- New wireless bridge to Annex III.
- OnGuard Software renewal good through February 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TO SUBMIT THE 2025 SERC (STATE EMERGENCY RESPONSE COMMISSION) GRANT APPLICATION ON BEHALF OF BELMONT COUNTY L.E.P.C**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commissioner Vince Gianangeli to sign and submit the 2025 SERC (State Emergency Response Commission) grant application on behalf of the Belmont County L.E.P.C. (Local Emergency Planning Committee).

*Note: The total L.E.P.C. Planning budget request is \$112,500. The L.E.P.C. will be using the grant funds to train responders, do community outreach and purchase equipment to assist with response.*

Upon roll call the vote was as follows:

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

Mark O'Connell, Chief of Staff for Congressman Rulli, was in attendance along with other staff members Amber Kohler and Prescott Carey. Mr. O'Connell said they would like to attend meetings quarterly. He added the county can use their office as a resource if issues come up. Mr.

O’Connell said Congressman Rulli would like to get more funding to the county. Mr. Dutton said they appreciate the work of Congressman Rulli’s office and he made it known early on he wants to be involved with the county.

**OPEN PUBLIC FORUM-**

Richard Hord, Martins Ferry, asked for an update on the Blaine Hill Viaduct Bridge. Mr. Dutton said it is moving in the right direction compared to where they started. He said it is difficult to have the bridge closed. It is difficult for residents, fire and EMS response and local economics. The bridge is one of the main entrances to the retail part of our county. ODOT thought work wouldn’t start until 2027, but now it may start September 2025.

Scott Whitacre, Barnesville, voiced his concern over the property tax increase and how people can afford to pay their taxes. Mr. Dutton said the Belmont County Commissioners are not a part of the process except for one at the tail end. If you want to appeal what is showing on your tax bill there is a process with the Board of Revision which is made up of the County Auditor, County Treasurer and one Commissioner. Commissioner Gianangeli is on that board. He added the state has a cycle where so many counties, every year, are reevaluated. Tax rates aren’t changing, just the property valuation. Mr. Dutton said they have eliminated a county-wide property levy for Senior Services and have reduced a 911 levy and a Children Services levy to do what they can to reduce property taxes.

**RECESS**

**Post Audit with State Auditors et al**

**Commissioner Gianangeli left after the post audit.**

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:46 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:07 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:07 p.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is one motion to be considered.

**IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR NEW POSITION OF PART-TIME OPERATOR OF RECORD AT BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for the new position of Part-time Operator of Record at Belmont County Water and Sewer District, with a starting rate of \$45, effective February 3, 2025.

**Belmont County Water and Sewer District**

<b>Position:</b>	<b>Part-Time Operator of Record</b>
<b>Hourly Rate:</b>	\$45.00
<b>Department:</b>	Wastewater Treatment Plant
<b>Supervisor:</b>	Wastewater Plant Manager

**Job Duties:**  
Maintains a safe and secure work environment. Perform various unskilled and skilled tasks, including but not limited to: record and analyze on site laboratory tests; adjust plant for optimal performance; and adjust sludge wasting and return rates. Inspect and maintain, service, and repair all components of plant to ensure proper operation. Collect samples in a timely manner by standard methods. Review results of testing and adjust plant accordingly. Report any overflow or exceeding of permit limits to proper persons. Manages laboratory and report daily and monthly reports to the Ohio EPA. Maintain accurate work log to include: sampling, plant adjustments; repairs; and needed repairs. Assist EPA for on-site inspection and/or inquiries. Perform other related duties as needed.

**Additional Job Duties:**  
Mentor subordinate wastewater operator classifications including operator in training.

**Major Work Characteristics:**  
Knowledge of safe work practices. Basic computer skills, ability to understand plant drawings, knowledge of lab procedures and record keeping. Maintain cooperative working relations with the general public. Perform the duties of Operator of Record.

**Physical Requirements:**  
See Belmont County Water and Sewer District Functional Job Analysis by Working Options.

**Minimum Qualifications:**  
High school education, valid driver’s license, Class II Ohio EPA Wastewater Operating Certification. Five (5) year operating experience, at least one (1) year of operating experience as a Class II Operator. Knowledge of Standard Methods procedures for Wastewater testing and sampling.

**Unusual Work Conditions:**  
Exposed to raw sewage, tolerance to odor. Exposed to hazardous chemicals. May be exposed to various extreme weather conditions (ex. heat, cold, rain, snow, sun). May work evening and weekend shift. May be exposed to general outside hazards (ex. poison ivy or oak, etc.) May be exposed to dangerous power equipment.

Upon roll call the vote was as follows:

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

January 29, 2025

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:08 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:08 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of February, 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