

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton and Jerry Echemann, 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 \$790,720.41**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0059-A009-A00.002 Salary	E-0059-A009-A06.000 Other Expenses	\$150.00

**B00 DOG & KENNEL FUND**

FROM	TO	AMOUNT
E-1600-B000-B10.005 Medicare	E-1600-B000-B09.004 Workers Comp	\$693.92

**P81 ARP ST. & LOCAL FISCAL RECOVERY**

FROM	TO	AMOUNT
E-1801-P081-P02.011 Contract Services	E-1801-P081-P03.013 Contract Projects	\$30,850.00

**S30 OAKVIEW JUVENILE REHABILITATION**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$64,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$1,743.79
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$51,958.71
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$5,000.00

**S49 MENTAL HEALTH**

FROM	TO	AMOUNT
E-2310-S049-S60.003 PERS	E-2310-S049-S52.012 Equipment	\$5,000.00
E-2310-S049-S63.000 Other Expenses	E-2310-S049-S52.012 Equipment	\$3,569.84

*\*This transfer is to correct the incorrect transfer completed on February 5, 2025. Fiscal Clerk, Jaclynn Smolenak made an error in moving the money to the preferred lines per the letter sent in by Mental Health & Recovery Board.*

Upon roll call the vote was as follows:

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

**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 February 18, 2025, certification date:

**P96 CRITICAL INCIDENT STRESS MANAGEMENT/EMA**

E-1726-P096-P06.000	Other Expenses	\$200.00
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Upon roll call the vote was as follows:

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

**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 February 25, 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	Absent

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

Motion made by Mr. Dutton, seconded by Mr. Echemann 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 December 2024.

Upon roll call the vote was as follows:

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

**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:

**SSOBC**-Barnesville, St. Clairsville and Colerain Senior Centers to Newell, WV, on March 20, 2025, for a senior outing to Fiesta Ware Pottery. Bellaire Senior Center to Wheeling, WV, on March 11, 2025, for a senior outing to Hobby Lobby, Fish Market and Jebbias. Bethesda Senior Center to Moundsville, WV, on March 11, 2025, for a senior outing to Bob’s and surrounding area. Centerville Senior Center to Amish Country on March 27, 2025, for a senior outing. Lansing Senior Center to Moundsville, WV, on March 11, 2025, for a senior outing to Grave Creek Mound and Happy Garden. Powhatan Point Senior Center to Clarington, OH, on March 24, 2025, for a senior outing to Clair Tavern & Grill. Barnesville, Bellaire, Bethesda, Flushing, Martins Ferry and St. Clairsville Senior Centers to the Highlands on March 25, 2025, for a senior outing to the Senior Expo.

Upon roll call the vote was as follows:

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

**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 February 19, 2025 and emergency meeting of February 20, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRADE-IN OF TWO OLD TRACTORS AND ONE OLD MOWER AND PURCHASE ONE JOHN DEERE 316GR SKID STEER FROM AG-PRO COMPANIES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of two old tractors and one old mower for the trade-in amount of \$14,250.00 and purchase from Ag-Pro Companies one John Deere 316GR Skid Steer, in the amount of, \$43,619.10 for a total cost of \$29,369.10 for the Belmont County Building and Grounds Department, based upon the recommendation of Scott Larkin, Facilities Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING QUOTE NO. Q-00209 FROM KOFILE/CLERK OF COURTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept Quote No. Q-00209 from Kofile, in the amount of \$27,738.32, to digitize Volume No. 23-29, for the Belmont County Clerk of Courts.

*Note: This will be paid for with ARPA funds.*

Upon roll call the vote was as follows:

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

Mr. Dutton noted this would provide better access for the public.

**IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION FOR MUXIE DISTRIBUTING COMPANY**

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

**RESOLUTION**

WHEREAS, the Tax Incentive Review Council Board met on the 19<sup>th</sup> of February, 2025, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;  
WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;  
WHEREAS, the Council’s recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2025:

***Muxie Distributing Company***

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Gianangeli	<u>Absent</u>

**IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION FOR HILL INTERNATIONAL PROPERTY – ST. CLAIRSVILLE, LLC**

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

**RESOLUTION**

WHEREAS, the Tax Incentive Review Council Board met on the 19<sup>th</sup> of February, 2025, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;  
WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;  
WHEREAS, the Council’s recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2025:

***Hill International Property – St. Clairsville, LLC***

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Gianangeli	<u>Absent</u>

**IN THE MATTER OF ADOPTING THE RESOLUTIONS AUTHORIZING BELMONT COUNTY BOARD OF**

**DEVELOPMENTAL DISABILITIES TO TRANFER FUNDS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolutions authorizing Belmont County Board of Developmental Disabilities to transfer the following:

- \$1,647,423.22 from the S-68 Residential Services Fund to S-66 Main Fund.
- \$463,019.86 from the S-67 Reserve Fund to S-66 Main Fund.

*Note: These transfers are due to the balance is no longer needed for its particular purpose and all outstanding obligations have been paid per ORC 5705.14.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TITLE IV-E AGREEMENT,  
ON BEHALF OF THE BELMONT COUNTY DEPARTMENT OF JOB  
AND FAMILY SERVICES AND BELMONT COUNTY PROSECUTOR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and execute the Title IV-E agreement by the Belmont County Board of County Commissioners, on behalf of the Belmont County Department of Job and Family Services, and the Belmont County Prosecutor to allow claim reimbursement at the rate of \$40.57 per quarter hour, for the cost of the Prosecutor representing the Department of Job and Family Services in Children Services cases, effective January 1, 2025 through December 31, 2025.

**I. Purpose**

This Agreement is entered into by the Belmont County Board of County Commissioners through it’s agent, Belmont County Department of Job and Family Services (hereinafter referred to as BCJFS) and the Belmont County Prosecutor for the purpose of defining the relationship and responsibilities between the parties for the Prosecutor’s activities which contribute to the proper and efficient administration of the Title IV-E program of the Social Security Act, 42 U.A.C.A 670 et. Seq.

**II. Responsibilities of Belmont County Job and Family Services**

Under this Agreement, BCJFS will seek from the Federal government available federal participation (hereinafter FFP) on behalf of the Prosecutor, for the exercise of the Prosecutor’s administrative functions specified in the Agreement, and as may be allowable under 45 CFS 1356 ©(2). To the extent such claims are allowed by the Federal government and FFP is awarded for such, BCJFS will distribute to the Prosecutor the FFP awarded and received by BCJFS.

**III. Responsibilities of the County Prosecutor**

**A. Role of Prosecutor**

Under this Agreement, BCJFS recognizes the Prosecutor as a unit of local government which performs activities with contribute to the proper and efficient administration of Title IV- E within the State of Ohio and within the County.  
In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Ohio Revised Code to serve as legal counsel for BCJFS in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Ohio Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

**B. Allowable Functions**

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to serving as legal counsel for BCJFS, the County agency empowered, pursuant to Chapter 5153 of the Ohio Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for such a representational role, the preparation, including necessary legal research, of pleadings, briefs, and other legal documents for court proceedings involving BCJFS, participating in pre-trial conferences, and attendance at organized and formal training activities for the purpose of which is to improve the capacity of attendees to provide legal services to BCJFS.

**C. Non-Allowable Functions**

- Under this Agreement, the County Prosecutor may **not** seek reimbursement for any of the following activities:
1. All matters related to the adjudication and disposition of juvenile traffic offenders;
  2. All matters solely related to the criminal prosecution of any child or adult;
  3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Ohio Revised Code;
  4. All matters related to the Uniform Reciprocal Enforcement of Support Act codified in Chapter 3115 of the Ohio Revised Code;
  5. All matters related to the County Prosecutor acting as legal counsel for any unit of government other than the PCSA;
  6. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State or Federal agency.

**D. Description of Costs Which May be Claimed**

Under this Agreement, the County Prosecutor may seek reimbursement for any of the following incurred in the performance of the activities stated in Paragraph B. Reimbursement shall be at a rate of \$40.57 per quarter hour.

**IV. Compensation**

BCJFS and the County Prosecutor agree that costs as reported are paid partially by both BCJFS and the County Prosecutor. BCJFS agrees to bill the full amount and to reimburse BCJFS and the County Prosecutor the applicable percentage level of FFP earned for the costs. On a quarterly basis, BCJFS will invoice the Prosecutor’s office for the amount of the required local share. All reimbursements shall solely consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E Administrative costs. As this rate fluctuates, any reimbursement disbursed by BCJFS to the PCSA and County Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payment made in the prior quarter. adjusted against a subsequent year’s contract, and final reconciliation of the contract year may result in the need to process an under/overpayment.  
Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State’s Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. BCJFS will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.  
If the Ohio General Assembly, the Federal Government, or any other source at any time disapproves or ceases to continue funding the BCJFS payments hereunder, this Agreement is terminated as of the date funding expires without prior notice of further obligation of BCJFS.

**V. Effective Date**

This Agreement shall remain in effect from 1/1/2025 through 12/31/2025. Either party may terminate this agreement with 30-day notice to the other party.

**VI. Compliance with Federal and State Laws, Rules, and Regulations**

The parties agree to comply with all Federal and State laws, rules, regulations, and auditing standards which are applicable to the performance of this Agreement.

## VII. Records Retention and Audit Exceptions

- A. All records relating to the costs and supporting documentation for invoices submitted to BCJFS by the County Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to, ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the County Prosecutor shall retain such records until the audit is concluded and all issues resolved.
- B. BCJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit as it pertains to state or federal funding of the Agreement. BCJFS shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from BCJFS, the Prosecutor shall cooperate with BCJFS, and timely prepare and send to BCJFS, its' written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. BCDJFS shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both BCJFS and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.

- C. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its' officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from on to the other.

## VIII. Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

<u>Jeffery Felton /s/</u>	<u>2/14/2025</u>
Belmont JFS Director	Date
<u>Kevin Flanagan /s/</u>	<u>2/18/2025</u>
Belmont County Prosecutor	Date
<u>J. P. Dutton /s/</u>	<u>2/25/25</u>
Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>2/25/25</u>
Belmont County Commissioner	Date
<u>  </u>	<u>  </u>
Belmont County Commissioner	Date

Upon roll call the vote was as follows:

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

**WITH AREA AGENCY ON AGING REGION 9, INC/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Ohio’s Senior Farmers’ Market Nutrition Program Agreement with Area Agency on Aging Region 9, Inc., on behalf of Senior Services of Belmont County, effective May 1, 2025 through November 30, 2025, or when all USDA funds are expended, whichever comes first.

**Program Year 2025  
Ohio’s Senior Farmers’ Market Nutrition Program  
Agreement Between Area Agency on Aging Region 9, Inc.  
And Distribution Agent**

This agreement is entered into for the purpose of participating in the Senior Farmers’ Market Nutrition Program (hereafter, “SFMNP”) 2025, which provides certain fresh, locally grown foods to eligible participants, and is entered into by and between the AREA AGENCY ON AGING REGION 9, INC. (hereafter, “AAA”) and Belmont County Commissioners dba Senior Services of Belmont County (hereafter, “Distribution Agent”).

**I. Term of Agreement**

This agreement shall be effective **May 1, 2025**, or upon signature by all parties, whichever occurs later, and will terminate **November 30, 2025**, or when all United States Department of Agriculture (USDA) funds are expended, whichever occurs first, subject to the terms and conditions contained herein and contained in the current SFMNP Distribution Agents’ Manual, which is hereby incorporated by reference in its entirety. This is a trial agreement dependent upon limited unfunded demands on AAA.

**I. Representative Capacity and Binding Effect**

By signing this agreement below, the Distribution Agent named above represents and warrants to the AAA that this agreement was duly executed by a representative of the Distribution Agent with full and complete authority to enter into this Agreement, and that any requisite agency approval to enter this Agreement was properly obtained. Distribution Agent also represents and warrants to the AAA that this Agreement shall be binding and remain in full force and effect as to any and all of its parent, subsidiary, or affiliated corporations and all of its successors, assignees, shareholders, board members, and corporate officers. Distribution Agent further acknowledges and agrees that the AAA may rely on these representations in entering this agreement.

**II. Responsibilities of Distribution Agent**

**A. Distribution Agent agrees to do all of the following:**

- 1. Have this agreement signed by an authorized representative and returned to the AAA before accepting any applications for the program.
- 2. Attend a training session on SFMNP current procedures, responsibilities, and provide training and be accountable for the actions of all staff and volunteers who work on the program.
- 3. The Distribution Agent agrees to satisfy the service needs of older persons with greatest economic and social needs with particular attention to older persons who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.
- 4. Make copies and distribute current SFMNP applications only to eligible participants.
- 5. Assist applicants in filling out applications as needed.

6. Verify age of participant If there is any doubt that the participant is 60 years of age at the time of application.
7. Enforce the self-declared income eligibility. If the self-declaration or any other area of the application is crossed off, the participant shall not receive assistance.
8. Ensures that only one application per participant is completed for the entire program.
9. The Distribution Agent is prohibited from using or disclosing any information concerning a consumer for any purpose directly or indirectly associated with the provision of services, unless the distribution agent has documentation of the consumer's consent to do so.
10. Comply with the nondiscrimination provisions of the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Agriculture regulation of nondiscrimination (2CFR Parts 15, 15a, and 15b), and any other state or federal laws regarding nondiscrimination.
11. Notify the AAA by certified mail in writing at least 30 days before the voluntary termination of this Agreement. Each party may voluntarily terminate this contract for any reason. If Distribution Agent owes AAA a monetary assessment, or any other money, the Distribution Agent shall pay the total amount due before the effective date of termination.
12. The Distribution Agent will acknowledge the support of the USDA, ODA and AAA, whenever publicizing the work under this grant. The Distribution Agent will include the following short non-discrimination statement, "This institution is an equal opportunity distribution agent" anywhere the SFMNP is mentioned. It must be printed in a type size that is no smaller than the rest of the publication.
13. The Distribution Agent must maintain full and complete records concerning SFMNP operations. Such records must comply with 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415 and the following requirements:
  - a. Records must include, but are not limited to, information pertaining to certification, financial operations, SFMNP coupon issuance and redemption, authorized farmers/market managers agreements, monitoring, invoices, equipment purchases and inventory, nutrition education, fair hearing and civil rights procedures.
  - b. All records must be maintained for a minimum period of three (3) years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three (3) year period, the record must be kept until all issues are resolved, or until the end of the regular three (3) year period, whichever is later. If FNS deems any of the SFMNP records to be of historical interest, it may require ODA to forward such records to FNS whenever the Agency and/or ODA is disposing of them.
  - c. Records for nonexpendable property acquired in whole or in part with SFMNP funds must be retained for three (3) years after its final disposition.
  - d. The Agency must make all records available in a timely manner for unrestricted review or audit by the State of Ohio entities, including ODA, the Auditor of the State of Ohio, Inspector General or duly authorized law enforcement officials.

- e. All records must be available during normal business hours for representatives of FNS of the Comptroller General of the United States to inspect, audit, and copy. Any reports resulting from such examinations shall not divulge names of individuals.

- B. Distribution Agent agrees not to do any of the following:
  - 1. Accept any previous year(s) SFMNP Applications.
  - 2. Alter application form; this is a mandatory form used in all SFMNPs.
  - 3. Accept incomplete or incorrect applications.
  - 4. Submit an application for anyone who is under 60 years of age at the time the application was submitted.
  - 5. Submit an application from a proxy which is not also signed by the applying senior participant.
  - 6. Reimburse any farmers and/or market managers.

III. Area Agency on Aging Region 9, Inc. Responsibilities

- A. AAA agrees to do all of the following:
  - 1. Ensure training is provided to the Distribution Agent as to all required program procedures.
  - 2. Monitor all Distribution Agents for compliance and accountability.
  - 3. Provide technical assistance.
  - 4. Fiscal administration of the program

IV. Termination of Agreement

Neither the AAA nor Distribution Agent has an obligation to renew this Agreement. Either the AAA or Distribution Agent may terminate this Agreement for any reason after notifying the other party by certified mail with a 30-day advance written notice of intent to terminate this Agreement. In addition, and notwithstanding the 30-day notice period called for in the preceding sentence, the AAA may immediately terminate this Agreement at any time and without advance notice in the event Distribution Agent does not comply with this Agreement and the current SFMNP Distribution Agents' Manual, or any other applicable federal, state or local civil or criminal laws, including state and federal non-discrimination laws, or in the event federal funds become unavailable.

The AAA may terminate this agreement if the Ohio Department of Aging determines, through the appeals process or through monitoring, that the distribution agent agreement was entered into inappropriately.

V. Other Terms and Limitations

- 1. This Agreement is not assignable or transferable under any circumstances or for any reason.
- 2. By signing this Agreement below, Distribution Agent represents and warrants to the AAA that training has been completed and that the Distribution Agent is fully aware of all requirements for participation in the current year SFMNP and acknowledges and agrees that the AAA may rely on this representation in entering this Agreement.
- 3. This Agreement is not effective until this Agreement has been signed by an authorized representative of the AAA and the Distribution Agent.

**VI. Distribution Sites Covered by This Agreement**

For the duration of this Agreement, Distribution Agent assumes full and complete responsibility for complying with all of the terms and conditions of this Agreement and the current SFMNP Distribution Agents' Manual, which is hereby incorporated by reference in its entirety.

**VII. Executive Order 2019-12D Governing the Expenditure of Public Funds on Offshore Services**

Distribution agent agrees to abide by the Executive Order 2019-12D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to purchase services which will be provided outside of the United States. The distribution agent acknowledges that for purposes of the Executive Order, the distribution agent shall perform no services outside of the United States to implement the grant-supported project or program which will be paid for or reimbursed with grant funds, or which will be counted as match or cost share specifically required as a condition to disbursement of the grant funds.

**VIII. Executive Order 2022-02D State of Ohio's Response to Russia's Unjust War on the Country of Ukraine**

Distribution agent agrees to abide by the Executive Order 2022-02D, which is attached. The Executive Order prohibits the use of any funds within the control of an executive agency to divest their money in assets from any investment in any Russian institution or companies in the future, and to terminate any contracts with a Russian institution or company and to refrain from entering into any new contracts with such institutions or companies in the future.



WHEREFORE, the parties caused this Agreement to be executed on the date indicated below, and by signing below the signatories represent and warrant to one another that they have full and complete authority to legally bind each respective party to this Agreement.

Legal Name of Distribution Agent:

Belmont County Commissioners dba  
Senior Services of Belmont County  
67650 Oakview Drive  
St. Clairsville, Ohio 43950

X 

2-25-25

Signature of Authorized PartyDate Signed

J.P. DUTTON, BELMONT COUNTY COMMISSIONER PRESIDENT

Name and Title of Authorized Party (type or print)

Legal Name of Agency:

Area Agency on Aging Region 9, Inc.  
710 Wheeling Avenue  
Cambridge, OH 43725



26 February 2025

Signature of Authorized PartyDate Signed

Ted Lake, CEO

Name and Title of Authorized Party (type or print)

Document ID: aa333aee26d997bc659746da9177b8be3b4a9dc364a1b2747b889ca3dca40ada		
Upon roll call the vote was as follows:		
Mr. Echemann	Yes	
Mr. Dutton	Yes	
Mr. Gianangeli	Absent	

**FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO,  
DEVELOPMENT SERVICES AGENCY FOR THE CDBG AND/OR HOME PROGRAM**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Housing Revolving Loan Fund Administration Agreement between the Belmont County Board of Commissioners and the State of Ohio, Development Services Agency, effective January 1, 2024 through December 31, 2026 for the CDBG and/or Home Program.  
*Note: This agreement is for the lien repayments from the CHIP projects.*

**State of Ohio  
Community Development Block Grant Program  
Revolving Loan Fund Administration Agreement**

This Economic Development Revolving Loan Fund ("RLF") Administration Agreement ("Agreement") is made and entered into by and between the Ohio Department of Development ("Grantor") and **Belmont County Board of Commissioners** ("Grantee"), UEIN **HCHZX57E5JC6**, for the period beginning **Jan. 1, 2024** (the "Effective Date") and ending **Dec. 31, 2026** (the "Termination Date").

**Background Information**

- A. Grantor, through its Office of Community Infrastructure ("OCI"), administers the federal Community Development Block Grant ("CDBG") program for the State of Ohio.
- B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor to finance eligible activities that may generate Program Income as defined herein.
- C. Grantor has permitted the establishment of Economic Development RLFs within local political subdivisions to meet the primary development goals of:
  - 1. Encouraging the expansion and stability of the economic base of the designated area of the Economic Development RLF.
  - 2. Encouraging increased employment opportunities, particularly for low- and moderate- income (LMI) persons in designated areas of the Economic Development RLF.
  - 3. Supporting community development initiatives with activities that benefit low- and moderate- income persons and aid in the prevention or elimination of slums or blight.
- D. Grantor desires to have Grantee administer an Economic Development RLF using the CDBG Program Income and Grantee desires to administer an Economic Development RLF using the CDBG Program Income for the purposes stated above.
- E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Statement of The Agreement**

- 1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit all Economic Development Program Income into an Economic Development RLF account held by the Grantee.

2. **Definitions.**

- a. Economic Development RLF is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCI's Program Income Policies and Procedures Manual, available on OCI's Technical Assistance website (<https://development.my.site.com/OCDTA/s/article/Revolving-Loan-Fund-Program-Information>), which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
- b. Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State-administered CDBG program funds for economic development, downtown revitalization, and microenterprise business development activities.
- c. CDBG Economic Development RLF Consolidation. Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee.

3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF plan that includes the policies and procedures established by Grantor in the **OCI Program Income Policies and Procedures Manual**. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies, and defaults. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCI's **Program Income Policies and Procedures Manual**, the local RLF plan, and the current Ohio Consolidated Plan, which can be found here: <https://development.ohio.gov/community/community-resources/ohio-consolidated-plan>
4. **Project Approvals.** Grantee shall submit to Grantor an RLF loan or grant approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.
5. **National Objective Requirements.** Grantor will review the approval request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.
6. **Subrecipient Agreements.** Except under circumstances subject to **Policy Notice 20-04: Use of Subrecipients for Public Services Activities**, Grantee shall not sub-grant or sub-loan the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCI within 15 days of any change in status of the designated administrative agent.

7. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate interest-bearing fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.
8. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than 30 days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
9. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations, and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
10. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Economic Development Program Income.
  - a. If Grantee proposes to commit Economic Development Program Income to an OCI grant-funded activity for which it is the responsible entity, the environmental procedures associated with the OCI grant shall fulfill the environmental requirements for the Economic Development Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Economic Development Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
  - b. For any other eligible use of Economic Development Program Income, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for the aggregated activity assisted with Economic Development Program Income. Grantee may not commit Economic Development Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Economic Development Program Income.
11. **Acquisition and Relocation.** Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations set forth in 24 CFR 570.488 and 24 CFR Part 42 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.



12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 29 (f) herein. At least 60 days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.
13. **Records, Access, and Maintenance.** Grantee shall establish and maintain for at least three years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the [OCI Program Income Policies and Procedures Manual](#). Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 20 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.
14. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.
15. **Audits.**  
The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCI Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven days following submission to the FAC, the Grantee must notify Grantor at [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) that the single audit was submitted to the FAC. A copy of the audit report may be attached but is not required.

16. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
17. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3706. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.
18. **Build America, Buy America.** The grantee certifies that it will comply with the Build America, Buy America provision of the Infrastructure Investment and Jobs Act of 2021- and the regulations at 41 U.S.C. §8303, to the greatest extent feasible:
  - a. Every contract for the construction, alteration, or repair of any public building or public work in the United States in which total federal assistance exceeds \$250,000 shall contain a provision that in the performance of the work the contractor, subcontractors, material men, or supplies shall use only:
    - i. Unmanufactured articles, materials, and supplies that have been mined or produced in the United States.
    - ii. Manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States.
  - b. It will comply with the following domestic preference requirements on a phased implementation schedule according to HUD's Phased Implementation Waiver 6331-N-10A:
    - i. **Effective July 1, 2023:** All iron or steel items used in covered projects must be produced in the United States. This means all manufacturing processes,

from the initial melting stage through the application of coatings, occur in the United States.

- ii. **Effective July 1, 2024:** All manufactured products used in covered projects must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product.
- iii. **Effective July 1, 2025:** All construction materials used in covered projects must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

19. **Section 3.** The grantee certifies that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**, and will follow the prioritization of effort outlined in **§75.19**:

a. **Employment and training.**

- i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
  - 1. Section 3 workers residing within the service area or the neighborhood of the project.
  - 2. Participants in YouthBuild programs.

b. **Contracting.**

- i. To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
  - 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project.
  - 2. YouthBuild programs.

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20. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCI's **Program Income Policies and Procedures Manual** and the local RLF plan. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
21. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 20, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
22. **Termination.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
- a. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - i. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
    - ii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
    - iii. Cancellation of the grant of funds from HUD.
  - b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 21 of this Agreement.
  - c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCI's [Program Income Policies and Procedures Manual](#) which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCI [Program Income Policies and Procedures Manual](#).



23. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
24. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
25. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, their participation in any such action would not be contrary to the public interest. Additional information found in OCI 15-07: Resolving a Potential Conflict of Interest.
26. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
27. **Adherence to State and Federal Laws and Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and

regulations.

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 28. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 29. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 30. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
- 31. **Miscellaneous.**
  - a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance.
  - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
- Attn: Deputy Chief  
Office of Community Infrastructure  
Ohio Department of Development  
77 South High Street, P.O. Box 1001 Columbus, Ohio 43216-1001
- ii. In the case of Grantee, to:
- Belmont County Board of Commissioners  
101 W Main St  
Saint Clairsville, OH 43950
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in Agreement are inserted for convenience

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only and shall not be deemed to be a part of Agreement.

- i. **Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses", as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature


Each of the parties has caused this Economic Development Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth, their respective signatures effective as of the Effective Date

**Grantee:**  
Belmont County Board of Commissioners

**Authorized Official:**

**Grantor:**  
State of Ohio  
Ohio Department of Development  
Lydia L. Mihalik, Director

**By:**

  
Printed Name: J.P. DUTTON  
Title: BELMONT CO. COMMISSIONER PRESIDENT

Date: 2-25-25

Printed Name:  
Title:  
Date:

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:53 A.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. Echemann	Yes
Mr. Dutton	Yes
Mr. Gianangeli	Absent

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:36 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:36 a.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 are no motions to be considered at this time.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 10:37 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 10:37 a.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 March, 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