

St. Clairsville, Ohio

April 16, 2025

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Vince Gianangeli, Commissioners and Bonnie Zuzak, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,635,653.70

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0256-A014-A01.000 CORSA Costs	\$50,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S56.000 Motor Vehicles	\$1,700.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$27,926.69
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S65.000 Indirect Costs	\$18,750.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S67.004 Workers Comp	\$44,536.05
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$37,283.89
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$5,822.67

S49 MENTAL HEALTH

FROM	TO	AMOUNT
E-2310-S049-S63.000 Other	E-2310-S049-S60.003 PERS	\$1,430.16

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:

W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

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

Y03 COUNTY AUTO LICENSE AND K00 M.V.G.T. FUNDS/ENGINEER

FROM	TO	AMOUNT
E-9803-Y003-Y01.000 Auto License	R-2810-K000-K20.574 Transfers In	\$120,000.00

Y04 GASOLINE TAX AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9804-Y004-Y01.000 Gasoline Tax	R-2810-K000-K20.574 Transfers In	\$1,600,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K12.000	Material	\$400,000.00
E-2812-K000-K16.013	Contract Projects	\$1,200,000.00

P81 ARP ST. & LOCAL FISCAL RECOVERY

E-1801-P081-P03.013	Contract Projects	\$50,000.00
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S49 MENTAL HEALTH

E-2310-S049-S67.055	Building Expenses	\$390,000.00
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Y03 COUNTY AUTO LICENSE/ENGINEER

E-9803-Y003-Y01.000	Co. Auto License	\$66,515.71
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Y04 GASOLINE TAX/ENGINEER

E-9803-Y004-Y01.000	Gasoline Tax	\$693,667.40
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****APRIL 15, 2025****

A00 GENERAL FUND

E-0051-A001-A08.000	Travel and Expenses	\$250.00
E-0111-A001-E02.002	Salary	\$3,772.06
E-0131-A006-A04.002	Salaries-Road	\$1,000.00

E09 NEXT GENERATION 9-1-1 FUND

E-2209-E009-E01.011	Contract Services	\$17,362.77
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E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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K00 M.V.G.T. FUND/ENGINEER

E-2812-K000-K16.013	Contract Projects	\$270,000.00
E-2813-K000-K30.013	Contract Projects	\$1,450,000.00

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$55,000.00
E-1810-L001-L02.010	Supplies	\$5,000.00
E-1810-L001-L03.012	Equipment	\$5,000.00
E-1810-L001-L05.011	Contract Services	\$5,000.00
E-1810-L001-L06.000	Rental	\$1,300.00
E-1810-L001-L09.000	Travel & Expenses	\$5,000.00
E-1810-L001-L11.003	PERS	\$15,965.00
E-1810-L001-L13.005	Medicare	\$5,000.00
E-1810-L001-L14.000	Other Expenses	\$15,000.00
<u>S30 OAKVIEW JUVENILE REHABILITATION</u>		
E-8010-S030-S54.000	Food	\$5,600.21
E-8010-S030-S59.000	Fuel/Utilities	\$36,931.00
E-8010-S030-S63.000	General	\$5,508.75
E-8010-S030-S68.006	Hospitalization	\$12,789.89
E-8010-S030-S70.005	Medicare	\$381.44
E-8010-S030-S71.000	Education/Recreation	\$800.00
<u>S32 OAKVIEW JUVENILE-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$439.74
<u>S49 MENTAL HEALTH</u>		
E-2310-S049-S54.011	Contract Services	\$2,557,750.00
<u>W20 LAW LIBRARY</u>		
E-9720-W020-W02.002	Salary	\$3,000.00
E-9720-W020-W03.003	PERS	\$600.00
E-9720-W020-W07.010	Supplies	\$5,160.45
<u>W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM</u>		
E-1511-W080-P01.002	Salary	\$3,722.06
E-1511-W080-P02.010	Supplies	\$236.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$146.00
<u>Y01 UND. AUTO TAX</u>		
E-9801-Y001-Y01.000	Und. Auto Tax	\$220,027.33
E-9801-Y001-Y03.000	Township-Permissive Tax	\$76,797.13
E-9801-Y001-Y05.000	Pease Township	\$3,349.37
E-9801-Y001-Y06.000	Goshen Township	\$1,441.19
E-9801-Y001-Y07.000	Warren Township	\$3,440.60
E-9801-Y001-Y08.000	Pultney Township	\$4,231.47
E-9801-Y001-Y09.000	Flushing Township	\$754.70
E-9801-Y001-Y10.000	Colerain Township	\$1,327.85
E-9801-Y001-Y11.000	Kirkwood Township	\$192.95
E-9801-Y001-Y12.000	Mead Township	\$790.95
E-9801-Y001-Y13.000	Richland Township	\$2,464.36
E-9801-Y001-Y14.000	Smith Township	\$557.66
E-9801-Y001-Y15.000	Somerset Township	\$371.51
E-9801-Y001-Y16.000	Union Township	\$824.07
E-9801-Y001-Y17.000	Washington Township	\$175.99
E-9801-Y001-Y18.000	Wayne Township	\$255.63
E-9801-Y001-Y19.000	Wheeling Township	\$610.34
E-9801-Y001-Y20.000	York Township	\$260.10
<u>Y03 COUNTY AUTO LICENSE/ENGINEER</u>		
E-9803-Y003-Y01.000	Co. Auto License	\$53,484.29
<u>Y04 GASOLINE TAX/ENGINEER</u>		
E-9803-Y004-Y01.000	Gasoline Tax	\$906,332.60
<u>Y41 INDIGENT APPLICATION FEES/AUDITOR</u>		
E-9841-Y041-Y01.000	Remit to State	\$286.20
E-9841-Y041-Y02.000	Remit to County	\$1,144.80
<u>Y42 RECOUPMENT FEES INDIGENT/AUDITOR</u>		
E-9842-Y042-Y01.000	Remit to State	\$250.00
Upon roll call the vote was as follows:		
	Mr. Dutton	Yes
	Mr. Echemann	Yes
	Mr. Gianangeli	Yes

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR MARCH 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of March 2025.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,243.97
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	487.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,027.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,117.60
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,657.67
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	245.17
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,111.84
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,510.26

COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,079.90
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	8,383.83
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	11,492.79
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,282.72
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	658.78
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,851.30
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,649.86
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	5,618.46
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,605.78
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,549.81
PROSECUTING ATTNYP	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,210.60
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,766.76
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	30,364.46
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,426.34
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,305.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	5,221.53
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	5,957.70
BD OF ELECT/EMPLYP	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,961.68
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	327.33
			135,275.30
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	3,123.26
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,990.79
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	23.90
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	578.90
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	462.12
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	575.92
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	383.11
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	544.44
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	156.28
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	407.93
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	589.54
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	667.73
Adolescent Health Resiliency	E-2241-F093-F08.000	R-9895-Y095-Y01.500	460.35
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,476.93
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	66.53
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	11.02
Body Art	E-2243-F095-F07.002	R-9895-Y095-Y01.500	0.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	55,742.11
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,588.10
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,068.19
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,283.82
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,109.84
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,790.18
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,926.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	470.40

Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	2,161.21
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	348.38
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,037.60
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,502.30
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	306.93
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	19,830.81
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,304.90
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,723.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	17,923.22
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,192.63
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,160.08
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	792.14
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,152.30
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	47,886.14
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	24,479.78
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	525.54
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	468.46
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,676.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	596.06
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	573.44
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	573.44
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,159.09
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	282.70
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	927.82
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	648.76
			387,022.86

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.
A00 GENERAL FUND/MISCELLANEOUS-OTHER-\$250.00 paid into R-0050-A000-A42.500, Miscellaneous Other on 04/10/2025.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
DJFS-Christy Devore to New Orleans, LA, on July 19-23, 2025, to attend the Treatment Foster Care Conference. Estimated expenses: \$2,626.82.

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 April 9, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LETTER OF AGREEMENT
FOR CUSTOM WORK AND ESTIMATE OF ACTUAL COST GOVERNMENT
AGREEMENT WITH OHIO BELL TELEPHONE COMPANY DBA AT&T**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Letter of Agreement for Custom Work and Estimate of Actual Cost Government Agreement with Ohio Bell Telephone Company dba, AT&T, in the estimated amount of \$34,350.28, for the relocation of the 911 building's AT&T communication lines.



RECEIVED
APR 14 2025
BELMONT COUNTY COMMISSIONERS
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LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT

April 10, 2025
CWO- 30685
Project Number: A053N5Q

Customer Name: BELMONT COUNTY COMISSIONERS
Billing Address: 101 WEST MAIN ST ST CLAIRSVILLE OH 43950
Contact Name: JACLYNN SMOLENAK
Contact email Address: JSMOLENAK@BELTMONTCOUNTYOHIO.ORG
Contact Phone Number: (740) 699-2155
Site Location: 68331 BANNOCK UNION TOWN ROAD ST CLAIRSVILLE OH

AT&T has received a request from you to perform the following work:
RELOCATE AERIAL AND BURIED

Estimated Actual Cost Quote	
Expenses	Amount
ENGINEERING LABOR	\$ 9,493.24
MATERIAL COST	\$ 381.30
CONSTRUCTION LABOR	\$ 17,545.74
CONTRACTOR COST	\$ 6,930.00
MISC. COST	\$ 0.00
Estimated Contract Price	\$ 34,350.28
Less Credits/Payments	\$ 500.00
Estimated Balance Due	\$ 33,850.28

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.



CUSTOM WORK AGREEMENT

CWO-30685
Project Number: A053N5Q

This Custom Work Agreement ("Agreement") is entered into by and between
Ohio Bell Telephone Company d/b/a AT&T (hereafter "AT&T") and
BELMONT COUNTY COMISSIONERS (Customer).
AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.
3. **Price Quote.** The price is guaranteed for 60 days from April 10, 2025 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
5. **Limitation of Liability.** Section intentionally removed



6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.



10. **Indemnification and Hold Harmless.** Section intentionally removed

11. **Miscellaneous.**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CWO-30685
Project Number: A053N5Q
Date Quote Expires: 6/10/2025
AT&T Design Engineer: LACHETA, SCOTT C <SL1835@att.com>

ACCEPTED FOR CUSTOMER:

X [Signature]

X [Signature]

X [Signature]

Authorized Signature

PRESIDENT

VICE-PRES

Title: MEMBER

Company: BELMONT CO. COMMISSIONERS

Printed Name: J.P. DUTTON JERRY ECHEMANN

VINCE GIANANGELI

Date: 4-16-25

AT&T CWO Manager Contact Information

Tristram Villiers

Digitally signed by Tristram Villiers

Date: 2025.04.10 08:35:07 -05'00'

CWO Manager

Phone Number: (262) 347-9541

Email Address: TV326H@ATT.COM

Date: April 10, 2025

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

APPROVED AS TO FORM:

[Signature] Assistant Prosecuting Attorney
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation’s road salt contract for contracts awarded in 2025.

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025

WHEREAS, the (Belmont County Board of Commissioners, Belmont County) (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.

d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

J. P. Dutton /s/ (Authorized Signature) 4/16/2025 Approval Date

Jerry Echemann /s/ (Authorized Signature) 4/16/2025 Approval Date

Vince Gianangeli /s/ (Authorized Signature) 4/16/2025 Approval Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 1 (3/1/2025 TO 3/31/2025) FROM OHIO-WEST VIRGINIA EXCAVATING CO/BLAINE HILL GRAVITY FORCE MAIN IMPROVEMENTS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 1 (3/1/2025 to 3/31/2025) from Ohio-West Virginia Excavating Co., in the amount of \$434,757.96 for the Blaine Hill Gravity Force Main Improvements, based upon the recommendation of Water & Sewer District Director Kelly Porter.

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 FOR PROJECT BEL-147-24.65/25.87/WATER AND SEWER DISTRICT

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-147-24.65/25.87 for landslide repair at two separate locations on S.R. 147; the Belmont County Water and Sewer District needs to relocate a water main as part of the project.

Note: The District will be responsible for the estimated cost of \$24,600 for the relocation. This will be paid for from the N22 Capital Improvement Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND BELMONT COUNTY COMMUNITY ACTION COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the contract between the Belmont County Department of Job & Family Services and Belmont County Community Action Commission, effective May 1, 2025 through September 30, 2025, in an amount not to exceed \$61,323.00 for the purpose of providing a summer employment program to serve persons from a Belmont County Temporary Assistance To Needy Families (TANF) eligible family.

Note: The cost is being paid by TANF funds.

**CONTRACT FOR THE PURCHASE OF PERFORMANCE OF SERVICES
BETWEEN
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

This contract is entered into this 16th day of April 2025, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “**Purchaser**”), and the Community Action Commission of Belmont County (UEI LAG1P41TUJM3), doing business at 153 ½ West Main Street, St. Clairsville OH 43950, a provider of service (hereinafter referred to as “**Provider**”).

This contract shall constitute the entire agreement between the Purchaser and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms and conditions of this contract.

**TANF SUMMER EMPLOYMENT PROGRAM FOR YOUTH (CFDA 93.558)
Funded by TANF Funds and Administered through the
Prevention, Retention and Contingency (PRC) Program**

I. Purpose

This agreement is entered into for the purpose of providing a summer employment program to serve individuals from a TANF eligible family in Belmont County. The individuals that may be served are: Youth ages 14-18 enrolled in secondary school as long as the youth is a minor child in a needy family enrolled in a secondary school at or below the 200% federal poverty standard (youth may be 18 years of age if they are a full-time student enrolled in a secondary school); the youth served may be non-custodial parents as long as they are considered needy and have a minor child (needy is not specifically defined by state or federal regulation but may be no greater than income at 200% of the federal poverty level); and youth in a foster care setting between the ages of 14-18 if they are a full-time student in a secondary school. Family is defined in federal and state law and regulations as follows: a minor child who resides with a parent, specified relative, legal guardian or legal custodian (a child may be temporarily absent from the home provided certain requirements are met); a pregnant individual with no other children; or a non-custodial parent who lives in the state, but does not reside with his/her minor child(ren).

The TANF Summer Employment Program for Youth meets the following TANF purposes:

1. To aid needy families so that the children may be cared for in their homes or the homes of relatives.
2. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.

II. Purchase of Services

Subject to the terms and conditions set forth in this contract and any attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the Purchaser agrees to purchase from and the Provider agrees to furnish those specific services detailed in this contract.

III. Contract Period

This contract will become effective May 1, 2025, and expire on September 30, 2025, inclusive, unless otherwise terminated. Costs can be charged effective May 1, 2025, through September 30, 2025. Normal PRC allocation liquidation rules apply with a liquidation date of December 31, 2025. Charges for services are only for those allowable costs that the Provider incurs between May 1, 2025, and September 30, 2025. **All invoices must be provided to the Purchaser for reimbursement on or before November 30, 2025, to be paid before December 31, 2025.** Payment for all invoices is contingent upon available funding and invoices meeting the time periods established for processing.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any period after the termination date set forth in this contract. **The termination date for allowable billable work performed under the terms of this contract is September 30, 2025. Billable services may not begin prior to May 1, 2025.**

IV. Cost and Delivery of Purchased Services

Billings under this contract shall be for actual costs incurred from May 1, 2025, through September 30, 2025, for services directly related to the TANF Summer Employment Program for Youth. **Total costs for direct program services shall not exceed \$52,323.00 as listed under the “Service Description – Allowable Program Costs” and \$9,000.00 of the TANF Administration Allocation to be used solely for the administrative services provided for administering the TANF Summer Youth Employment Program.** The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the Purchaser, actual cost reimbursement. **It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum combined total of \$61,323.00.** Any cost overruns or late billing shall be the sole responsibility of the Provider. The Provider must maintain a budget as part of this program. Payment for all services is contingent upon the availability of federal and/or state funding.

V. Service Description

Employment:

The Provider will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching, mentoring, worksite development, placement of youth at worksites, issuing wages and fringe benefits to the youth, provisions of soft skills training as determined, youth registration on the OhioMeansJobs website, performance reporting, evaluation, other ancillary services including: work related items such as uniforms, tools, licenses or certifications, worker compensation expenses, Federal Insurance Contributions Act (FICA), direct supervision and training expenses, and transportation costs to and from the work site.

The youth will be provided summer work experience up to forty (40) hours per week for a period of up to 23 weeks beginning on or after May 1, 2025, and ending on or before September 30, 2025. The number of weeks worked, and hours worked per week will be based on the total number of participants in the program, work site needs and allocation. The youth will be paid an allowable wage up to \$13.00 per hour. Fringes will consist of FICA and Worker’s Compensation.

Compliance Requirement:

The Provider must comply with all TANF program compliance requirements.

Purchaser’s Responsibilities:

The Purchaser’s responsibilities under the terms of this agreement include:

- Evaluating eligible participants to determine the best program for each: the Comprehensive Case Management and Employment Program (CCMEP) or the TANF Summer Youth Employment Program.
- At the conclusion of the TANF Summer Youth Employment Program, eligible participants shall be notified and given the opportunity to volunteer to participate in CCMEP, if applicable;
- Adopt the provisions of the TANF Summer Youth Employment Program described in Family Assistance Letter 221 and begin the program no later than May 1, 2025.
- Amends its PRC Plan to include the TANF Summer Youth Employment Program;
- Follow state and federal TANF and PRC requirements, including rule 5101:1-3-16 pf the Ohio Administrative Code.
- Upload the appropriate data in the reporting tool required by the Ohio Department of Job and Family Services (ODJFS); and
- Correctly code expenditures to the proper fiscal codes provided by the ODJFS Office of Fiscal and Monitoring Services.

Performance Objectives:

1. The Provider must ensure youth are placed at appropriate and safe work sites.
2. The Provider must ensure all required paperwork is in place including, but not limited to the posting of Minor Labor Laws at worksites, posting of the Minor List at the worksites, USCIS I-9 form is completed on all youth and worksite agreements are properly completed and signed by all parties.
3. The Provider must maintain all proper payroll documentation.
4. The Provider must comply with the program requirements of reporting; OhioMeansJobs registration; evaluation; training; and certificates of completion listed within the context of this agreement.

Reporting:

The Provider is required to submit monthly necessary data to track the outcomes for the youth participants in the program. Reports are due in the reporting tool by the tenth (10th) of each month. It may be accessed at <https://syep.jfs.ohio.gov>. Instructions on using the reporting tool will be provided to the Provider once the Purchaser receives it from the state. All information shall be in the reporting tool within thirty (30) days from the youth leaving the program.

All documentation must be kept in case files at BCDJFS, OMJ Belmont County and the Community Action Commission of Belmont County.

OhioMeansJobs.com:

All youth participating in the TANF Summer Youth Employment Program must be registered on the OhioMeansJobs website. This is a primary responsibility of the Provider. A confirmation of the youth registration must be incorporated into the reporting.

Evaluation:

The Provider is responsible for completing an evaluation of the youth and worksites. The employer evaluation is contained in the reporting tool. The completion of evaluations may be subject to the reporting tool requirements once they become available.

Certificates of Completion:

Certificates of Completion are not required to be issued to the youth unless required by the reporting tool requirements once they become available.

Allowable Program Costs:

Allowable costs under this program and funding include:

- Payments to employers for wages (at no higher than \$13.00 per hour) and fringe benefits.
- Payments to third parties to operate the program.
- Recruitment and development of employers for the program.
- Other ancillary services which are offered by the employer to the subsidized employment participants including work related items such as uniforms, tools, licenses or certifications, case management activities related to the program, and job coaches or mentors.
- Worker’s compensation expenses.
- FICA
- Direct supervision and training costs.

- Transportation costs to and from the worksite.

Costs, such as, other subsidized employment wages, childcare, etc. must adhere to time limits contained in 45 CFR 260.31 and can only be offered to a youth for a period of four (4) months or less.

The cost of health insurance for youth may not be charged against these TANF funds, **however, the costs of health insurance for staff employed by a third party to operate the program can be charged against this allocation.**

Administrative Costs:

The TANF Summer Youth Employment Program does not include TANF Administrative Funding. Federal regulations define what is considered TANF Administration and they are also set forth in rule 5101:9-6-08.8 of the Ohio Administrative Code.

The following activities and/or expenses are considered TANF Administration and cannot be charged to the TANF Summer Youth Employment allocation:

- Costs associated with eligibility determination activities.
- Salaries and benefits of staff performing administrative and coordination functions.
- Preparation of program plans, budgets, reports, schedules, and the monitoring of program and projects.
- Fraud and abuse units.
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement and public relations.
- Costs of goods and services and travel costs required for official business and the administration of the program unless excluded under paragraph (A) of rule 5101:9-6-08.8 of the Administrative Code; and
- Management information systems not related to the tracking and monitoring of the program.

Costs considered to be TANF Administration may be charged to the county's TANF Administration allocation pursuant to rule 5101:9-6-08.8 of the Ohio Administrative Code. **TANF Administration costs are not permitted to exceed \$9,000.00.**

Billing must detail separately direct program costs as permitted under Allowable Program Costs and TANF Administrative costs. Allowable program costs shall include the costs of health insurance for third party staff operating the program.

Unemployment Compensation:

For unemployment compensation costs, the ODJFS Office of Unemployment Insurance has stated under section 4141-5-05 of the Ohio Administrative Code that "not for profit" organizations, the state, or its instrumentalities serving as the "employer of record" are excluded for unemployment purposes.

The key decision point is determining who is the "employer of record". For unemployment purposes, the employer of record is the entity that has direction and control over participating individuals in the TANF Summer Youth Employment Program. The next key point is determining if the employer of record is a non-profit or governmental entity.

- If the employer of record is a "for profit" entity, then the services performed by and wages paid to the youth would be covered for unemployment and reported to ODJFS.
- If the employer of record is a "not for profit" entity, then the services performed by and wages paid to the youth would be excluded for employment and should not be reported to ODJFS.
- If the employer of record is a "governmental or public" entity, then the services performed by and wages paid to the youth would be excluded for unemployment and should not be reported ODJFS.

Specific questions concerning unemployment compensation should be directed to James Durbin, Assistant Chief, Contribution Section, Division of Employer & Program Services at James.Durbin@jfs.ohio.gov.

VI. Payment for Purchased Services

Upon completion of services each month, the Provider shall submit an invoice and supporting documentation to the Purchaser detailing purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum amount state in Section IV above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Purchaser will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of the invoice. Program and administrative funds are only permitted to be charged for actual services provided directly to the operation of the TANF Summer Employment Program.

Invoices shall be submitted to the Purchaser within fifteen (15) business days following the end of the month for services rendered during the previous month. The Provider shall make all reasonable efforts to include all services provided during the service month on the invoice.

The final invoice for compensation of services for the TANF Summer Youth Employment Program shall be received no later than November 24, 2025. The grant liquidation date is December 31, 2025, and due to the end of the fiscal year dates imposed by the County Auditor, all invoices to be paid in 2025 must be processed no later than December 3, 2025. Failure to submit the final invoice for services rendered under the terms of this contract timely may result in non-payment of reported charges that will then become the responsibility of the Provider.

All reported expenditures are subject to the appropriate federal, state, and/or local audit authority. Reported expenditures and program services are subject to monitoring by the Belmont County Department of Job and Family Services.

VII. Purchasing or Leasing of Fixed Assets (Equipment)

For the purposes of this contract, a fixed asset is defined as any item having a useful life that exceeds one (1) year, regardless of cost. Fixed assets purchased with these funds are property of the Purchaser and shall only be used in the program or project for which they were acquired. No purchase of vehicles will be permitted under the terms of this contract. Procurement of fixed assets must follow federal, state and local policies. As such time as the program ends, funding expires, or the Provider no longer needs the fixed asset, the Purchaser shall provide guidance regarding its disposition. All fixed assets are to be reported to the Purchaser within thirty (30) days of purchase and registered on the Purchaser's inventory management.

Inventory: Fixed assets purchased under this agreement shall the property of the Purchaser. Newly acquired inventory shall be reported to the Purchaser within thirty (30) days of the purchase. These assets shall be issued the Purchaser's inventory taxes. It will be the Provider's responsibility to affix and maintain these tags.

Usage: The Provider covenant to maintain the asset(s) reference above, whether purchased or leased, in good condition and repair and agrees not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions, and agreements of which apply to the property or any part thereof.

VIII. Duplicate Billing

The Provider warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Provider to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit multiple sources of funds, public or private, to serve participants, if each service is not paid for more than once.

IX. Audit Responsibility and Repayment

The Provider is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit authorities related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using this method include, but are not limited to months, expenses, total units and billable units. If errors are discovered, the error rate of the sample will be applied to the entire audit.

The Provider agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified, it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, the Provider will sign a Repayment of Fund Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action deemed necessary for recovering any funds erroneously paid under the terms of this agreement if evidence exists of less than complete compliance with the provisions of this contract. If

checks are withheld pending repayment by the Provider of erroneously paid funds, those checks held more than sixty (60) days will be canceled and not be reissued.

The Purchaser, at its sole discretion, may allow a change in terms of repayment. Such change(s) will require an amendment to the Repayment of Funds Agreement.

X. Warranty

The Provider warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XI. Insurance

The Provider shall comply with the laws of the State of Ohio with respect to insurance coverage.

XII. Notice

Notice, as required under this agreement, shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XIII. Availability and Retention of Records

In addition to the responsibilities delineated in other articles, the Provider is specifically required to retain and make available to the Purchaser all records related to the performance of services of under this contract, including all supporting documentation necessary for audit by the Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, or any other duly appointed law enforcement official), and agencies of the United States Government for at least seven (7) years after acceptance of audit exit report. If an audit is initiated during this period, the Provider shall retain such records until the audit is completed any and all issues are resolved.

XIV. Confidentiality

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

XV. Conflict of Interest and Disclosure

Nothing in this contract precludes, prevents or restricts the Provider from obtaining and operating under other agreements with parties other than Purchaser, if this other work does not interfere with the Provider's performance of services under this contract. The Provider warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Provider further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Provider has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract. The Provider will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. The Provider hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with the Provider or in its business.

XVI. Compliance

The Provider certifies that all who perform services, directly or indirectly, under this contract, including the Provider and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code regulations. The Provider accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Provider's employees, if applicable. The Provider shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XVII. Relationship

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between the Provider and Purchaser. The Provider will always have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, and the Belmont County Board of Commissioners.

XVIII. Assignments

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

XIX. Subcontracts

In the event the Purchaser approves of a subcontract of all, or part of the performance required herein, the Provider shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. The Provider is solely responsible for making payments to all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XX. Integration, Modification and Amendment

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This contract super cedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXI. Termination

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Provider wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article IX of this agreement.

XXII. Breach of Contract

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXIII. Waiver

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

XXIV.Indemnification

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

XXV.Governing Law and Forum

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

XXVI.Severability

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

XXVII.Non-Discrimination

The Provider certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, the Provider will not discriminate against any employee, contract worker or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Provider shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and Ohio non-discrimination laws. The Provider or any person claiming through the Provider, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of the Provider.

XXVIII.Child Support Enforcement

XXIX.The Provider agrees to cooperate with the Purchaser, ODJFS and any other child support enforcement agency in ensuring that the Provider’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Provider certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXX.Public Assistance Work Program Clients

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

XXXI.Drug-Free Workplace

The Provider will comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXII.Copeland “Anti-Kickback” Act

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

XXXIII.Davis-Bacon Act

The Provider will comply with 40 USC 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXIV.Contract Work Hours and Safety Act

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

XXXV.Public Records

This contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to any requesting party.

XXXVI.Clean Air Act

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

XXXVII.Energy Efficiency

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

XXXVIII.Procurement

The Provider will follow required procurement policies and laws as applicable and as advised by the Purchaser.

Signatures:

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
Marjorie Gay /s/
Marjorie Gay, Fiscal Director
Community Action Commission of Belmont County
J. P. Dutton /s/
J. P. Dutton, President
Belmont County Board of County Commissioners
Jerry Echemann /s/
Jerry Echemann, Vice-President
Belmont County Board of County Commissioners

Date 4/9/2025

Date 4/9/2025

Date 4/16/2025

Date 4/16/2025

Vince Gianangeli /s/
Vince Gianangeli, Commissioner
Belmont County Board of County Commissioners
Approved as to form:
Jacob Manning /s/
Jacob Manning, Assistant Prosecutor
Belmont County Prosecutor’s Office
Upon roll call the vote was as follows:

Date 4/16/2025

Date 4/9/2025

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

**IN THE MATTER OF APPROVING THE SUBGRANT AGREEMENT BETWEEN
THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES, THE OHIO MEDICAID,
THE OHIO DEPARTMENT OF CHILDREN AND YOUTH AND THE BELMONT
COUNTY BOARD OF COMMISSIONERS FOR SUBGRANT NUMBER G-2627-11-6111**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Subgrant Agreement between the Ohio Department of Job and Family Services, the Ohio Department of Medicaid, the Ohio Department of Children and Youth and the Belmont County Board of Commissioners for Subgrant Number G-2627-11-6111, effective July 1, 2025 through June 30, 2027.

Note: The execution of this biennial agreement is required in order for the Belmont County Dept. of Job and Family Services to receive their state and federal funding in public assistance, child support and children services.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT
G-2627-11-6111
RECITALS:**

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as “ODJFS”), the Ohio Department of Medicaid (hereinafter referred to as “ODM”), the Ohio Department of Children and Youth (hereinafter referred to as “DCY”), and the Belmont County Board of County Commissioners (hereinafter referred to as “Board”), in accordance with Ohio Revised Code (ORC) Sections 307.98, 5101.21, and 5160.30.

The intent of this Subgrant Agreement is to establish between ODJFS, ODM, DCY and the Board the relationship of two “pass-through entities” and a “subrecipient” as those terms are used in 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS, ODM, and DCY to Belmont County for the operation of the Belmont county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. “County family services agency” means a county department of job and family services (CDJFS), a public children services agency (PCSA) and a child support enforcement agency (CSEA), as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. “Departments” means ODJFS, ODM, and DCY relative to this four-way Subgrant Agreement.
- C. “Family services duty” means a duty state law requires or allows a county family services agency to perform including all financial and administrative functions associated with the performance of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. “Financial assistance” means all cash, reimbursements, allocations of funds, cash draws, and property provided by ODJFS to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. “State and federal laws” include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, the Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, Office of Management and Budget (OMB) Uniform Guidance, circulars, or any other materials issued by OMB that a federal statute or regulation has made applicable to state and local governments, and any Governor’s Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.
- F. “Subgrantee” has the same meaning as “county grantee,” as that term is defined in ORC Section 5101.21 (A) (1).
- G. “Subgrant agreement” has the same meaning as “grant agreement,” as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Belmont County and of the Belmont CDJFS/CSEA/PCSA (hereinafter collectively referred to as “Subgrantee”).

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB 2 CFR 200 (Uniform Guidance), ODJFS may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the CDJFS director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24 (E). Additionally, any further ODM enforcement action against the Subgrantee will be taken in accordance with ORC Sections 5160.20 and 5160.37.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed in accordance with conditions, requirements and restrictions established by the Departments and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Monitor its subgrantees to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, federal and state requirements, and restrictions under OMB 2 CFR 200, including the provision of timely audits subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1 and 2 CFR 200.501.
- C. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.
- D. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action ODJFS takes under ORC Section 5101.24 (C), of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- E. Promptly reimburse the Departments the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- F. Take prompt corrective action if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved. Correct action includes, but is not limited to, paying amounts resulting from an adverse finding, sanction, or penalty.
- G. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due to the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- H. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- I. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- J. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-21, 5101:9-9-21.1 and 5101:9-9-29.
- K. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- L. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- M. Immediately take measures to incorporate paragraph L above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. Subgrantee shall require all entities with which it subgrants and contracts with to incorporate Sections L and A, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the U.S. Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the language in all future agreements and contracts with other entities.
- N. Post and require all entities with which it sub-grants and contracts to post the most recent version of the AD- 475A and/or AD-475B “And Justice for All” poster.
- O. Comply with OAC 5160:1-2-01 (I) and (L) and C.F.R 435.916 by ensuring Medicaid determinations and renewals are completed timely and renewal signatures are captured and stored properly. Ensure all Medicaid eligibility case documentation is entered timely into Ohio’s Electronic Data Management System (EDMS).
- P. Subgrantee shall determine eligibility for the Early Childhood Education Grant in compliance with state regulations. If requested by DCY, Subgrantee may receive preschool student information from Ohio school districts.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2025, through June 30, 2027, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until, pursuant to ORC Section 126.07, the State of Ohio Director of the Office of Budget and Management, first certifies there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2026 and 2027 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC Chapter 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time the Departments’ Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 2 CFR 200 Subparts (D) and (E), 45 CFR 75.302, and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures.
 - b. Accounting records. Internal control over cash, real and personal property, and other assets.
 - c. Budgetary control to compare actual expenditures or outlays to budgeted amounts.
 - d. Source documentation; and
 - e. Cash management.
 2. Period of performance and availability of funds: Pursuant to 2 CFR 200.309, 2 CFR 200.343, 45 CFR 75.309, and 2 CFR

400.1, Subgrantee and its subgrantee(s) may charge to the Federal award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 2 CFR 200.306, 45 CFR 75.306, 2 CFR 200 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws. For Federal programs in which state funds are made available to use as matching funds, the Subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
4. Program income: Program income must be used as specified in 2 CFR 200.307, 45 CFR 75.307, 2 CFR 200 and 2 CFR 400.1.
5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 200.311, 45 CFR 75.318, 2 CFR 200 and 2 CFR 400.1.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 2 CFR 200.313, 45 CFR 75.320, 2 CFR 200 and 2 CFR 400.1.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 2 CFR 200.314, 45 CFR 75.321, 2 CFR 200 and 2 CFR 400.1.

F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200.501, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee has additional responsibilities as an auditee under 45 CFR 75.508, et seq., and OMB Omni- Circular, 2 CFR 200.508, et seq., that include, but are not limited to:
 1. Proper identification of federal awards received.
 2. Maintenance of required internal controls.
 3. Compliance with all state and federal laws, and regulations, and with all provisions of contracts, grant agreements, or subgrant agreements that pertain to each of its federal programs.
 4. Procuring or otherwise arranging for the audit required by this Article in accordance with 2 CFR 200.509, and ensuring it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 5. Preparation of appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510.
 6. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511; and
 7. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this Article. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any of the parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, the Departments will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- B. Pursuant to ORC Section 5101.24, 45 CFR 75.371, 2 CFR 200 and 2 CFR 400.1, the Departments may take any or all of the following actions if Subgrantee, or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule.
 1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action.
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity.
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- C. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities.
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that ODJFS requires.
- D. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to the Departments from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.

- B. Notices to the Subgrantee from the Departments concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.
If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.
- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

Subgrants

- C.
 - 1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 2 CFR 200, 2 CFR 200.201, 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
 - 2. Debarment and Suspension: As provided in 2 CFR 200, 2 CFR 200.205, 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
 - 3. Procurement: While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 200, 2 CFR 200.320, 2 CFR 400.1, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 - 4. Monitoring: Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 2 CFR 200, 2 CFR 200.328, 45 CFR 75.342, 2 CFR 400.1, and OAC Section 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
 - 5. Duties as Pass-through Entity: Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass- through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by ORC Section 5101.21 (B), or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, the Departments, or any of the officers or employees of the State of Ohio or the Departments.
- D. Subgrantee agrees that no agency, employment, joint venture, or partnership has been or will be created between ODM and Subgrantee. Subgrantee further agrees that, it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums that may accrue as a result of funds received pursuant to this Agreement. Subgrantee agrees that it is for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio tax law, Workers Compensation law, and Unemployment Insurance law.
- E. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, the Departments as a pass- through entity evaluate Subgrantee’s risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, Subgrantee agrees to comply with specific conditions and monitoring requirements posed by the Departments to ensure proper accountability and compliance with program requirements and achievement of performance goals.
- F. Counterpart. This Agreement may be executed in one, or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together shall constitute one and the same agreement.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES SUBGRANT AGREEMENT

SIGNATURE PAGE G-2627-11-6111

THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Belmont County DJFS/PCSA/CSEA

OHIO DEPARTMENT OFJOB AND FAMILY SERVICES

Jeffery Felton /s/ 4/11/2025
CDJFS/PCSA/CSEA Director Date

Matthew Damschroder, Director Date
OHIO DEPARTMENT OF MEDICAID

J. P. Dutton /s/ 4/16/25
County Commissioner Date

Maureen M. Corcoran, Director Date
OHIO DEPARTMENT OF CHILDREN AND YOUTH

Jerry Echemann /s/ 4/16/25
County Commissioner Date
Vince Gianangeli /s/ 4/16/25

County Commissioner	Date	Kara Wente, Director	Date
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Echemann	Yes	
	Mr. Gianangeli	Yes	

**IN THE MATTER OF AWARDING BID FOR THE SARGUS JUVENILE CENTER
RESTROOM/SHOWER REMODEL TO BORDER PATROL LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Sargus Juvenile Center Restroom/Shower Remodel to Border Patrol LLC, in the amount of \$168,226.00, based upon the recommendation of Executive Director D.J. Watson.

Note: Graham Construction pulled their bid.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked if there is any update on the East Ohio Regional Hospital. Mr. Dutton said there is nothing definite at this time. Belmont County Department of Job and Family Services is doing as much as they can on the job side to assist employees. Mr. Hord inquired about an update on the Blaine Viaduct. Mr. Dutton said he commends ODOT for moving the construction up.

Matt Abbott, President & CEO of Ohio Southeast Economic Development

Mr. Abbott said, “This isn’t my first trip to Belmont County, but I’m excited to be back in this new role. We’re spending time looking at sites, exploring the area’s attributes, and talking with local partners about how we can align resources to support future growth. Site development is more than just finding land. It’s making sure it has the infrastructure to be competitive-water, wastewater, fiber, gas, electronic. All the things a business looks for when deciding where to invest.” Mr. Abbott said Ohio Southeast is one of seven network partners that works with JobsOhio. He said their focus is on project management and they have worked with over 300 business owners in the region. Ohio Southeast also has a team that helps with workforce and HR matters. Larry Merry, Port Authority Director, said, “When JobsOhio was created, there wasn’t a strong presence for this part of the state. Ohio Southeast filled that gap. It’s an organization that works hand in hand with JobsOhio.”

Bryan Minder, 911 Director

RE: National Public Safety Telecommunicator Week 2025 Proclamation

Mr. Minder said the 911 dispatchers are the first first responders. They take the initial call and gets the help where it is needed. Mr. Minder said, “The job they do is not a physically stressful job, but its definitely a mentally stressful job.” Mr. Minder added that most of the calls now come in from a cell phone. When someone calls in from a landline their name and address would show on the screen. With a cell phone you get a GPS location which isn’t always accurate so the dispatcher has to ask more questions.

**IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR
OF NATIONAL PUBLIC SAFETY TELECOMMUNICATOR WEEK 2025**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the National Public Safety Telecommunicator Week 2025 Proclamation.

***National Public Safety
Telecommunicator Week 2025
Proclamation***

WHEREAS, every year during the second week of April, the telecommunications personnel in the public safety community, are honored; and WHEREAS, this week-long event, initially set up in 1981 by Patricia Anderson of the Contras Costa County Sheriff’s Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public; and WHEREAS, President Clinton officially recognized National Public Safety Telecommunicator Week in 1994 with a Presidential Proclamation; and

WHEREAS, Public Safety Telecommunicators, also known as 911 dispatchers, are the first point of contact in an emergency, obtaining essential information, remaining calm, and sending the appropriate responders to the right location; and

WHEREAS, Belmont County’s 911 staff consists of fifteen full-time dispatchers, four part-time dispatchers and four administrative staff members; and

WHEREAS, Belmont County 911 dispatches for twenty-four county Fire & EMS departments, fourteen law enforcement agencies and the county EMA; and

WHEREAS, in 2024, theses dispatchers answered 94,603 phone calls from the public and dispatched county departments to 56,779 calls for service.

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Belmont County, Ohio declares this week as National Public Safety Telecommunicator Week and appreciates the dedication of the Belmont County 911 employees.

Adopted this 16th day of April, 2025.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/
Jerry Echemann /s/
Vince Gianangeli /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:16 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:15 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:15 p.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Gianangeli Yes

Mr. Dutton said as a result of executive session there are three motions to be considered at this time.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
KENNETH PERKINS, FULL-TIME COLLECTION SYSTEM
OPERATOR/WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Kenneth Perkins, full-time Collection System Operator at Belmont County Water and Sewer District, effective April 16, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRANSFER
OF MICHAEL DALTO, PART-TIME MEDICAL DRIVER
TO FULL-TIME NUTRITION DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the transfer of Michael Dalto, part-time Medical Driver to full-time Nutrition Driver at Senior Services of Belmont County, effective April 21, 2025.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROMOTION
OF NICHOLAS MATERKOSKI, FULL-TIME UTILITY WORKER
TO FULL-TIME EQUIPMENT OPERATOR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of Nicholas Materkoski, full-time Utility Worker to full-time Equipment Operator, effective April 21, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:16 P.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:16 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of April, 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