

St. Clairsville, Ohio

June 17, 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 \$478,984.95

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:

M64 PLACEMENT SERVICES/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M064-M01.002 Salaries	E-0400-M064-M06.008 Fringes	\$20,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S59.000 Fuel & Utilities	E-8010-S030-S63.000 General & Others	\$6,500.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S66.003 PERS	\$22,986.76
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	\$2,013.24
E-8010-S030-S69.007 Unemployment	E-8010-S030-S70.005 Medicare	\$400.00

W80 PROSECUTOR’S VICTIM ASSISTANCE PROGRAM/PROSECUTOR’S

FROM	TO	AMOUNT
E-1511-W080-P03.000 Travel	E-1511-W080-P04.000 Other Expenses	\$44.80

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	\$2,602.17

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:

****JUNE 17, 2025****

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,602.17
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H11 FAMILY & CHILDREN FIRST COUNCIL /BCDJFS

E-2770-H011-H03.500	FCFC Administrative Fund	\$2,659.77
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M60 CARE AND CUSTODY/JUVENILE COURT

E-0400-M060-M24.000	Other Expenses	\$20,524.08
E-0400-M060-M25.002	Salaries C-CAP	\$32,000.00
E-0400-M060-M26.003	PERS C-CAP	\$4,500.00

O03 USDA-SSD BOND PAYMENT/BCWSD

E-9200-O003-O03.050	Bond Payment	\$10,000.00
E-9200-O003-O04.051	Interest Payment	\$90,000.00

S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$5,971.55
E-8010-S030-S67.004	Workers Comp	\$607.79

W20 LAW LIBRARY

E-9720-W020-W02.002	Salary	\$300.00
E-9720-W020-W03.003	PERS	\$300.00
E-9720-W020-W07.010	Supplies	\$8,087.77

W80 PROSECUTOR’S VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$2,602.17
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Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$241,502.05
E-9801-Y001-Y03.000	Township-Permissive Tax	\$78,761.25
E-9801-Y001-Y05.000	Pease Township	\$3,848.00
E-9801-Y001-Y06.000	Goshen Township	\$1,880.00
E-9801-Y001-Y07.000	Warren Township	\$4,563.00

E-9801-Y001-Y08.000	Pultney Township	\$3,628.00
E-9801-Y001-Y09.000	Flushing Township	\$752.00
E-9801-Y001-Y10.000	Colerain Township	\$1,756.50

E-9801-Y001-Y11.000	Kirkwood Township	\$175.50
E-9801-Y001-Y12.000	Mead Township	\$918.00
E-9801-Y001-Y13.000	Richland Township	\$2,544.00
E-9801-Y001-Y14.000	Smith Township	\$535.50
E-9801-Y001-Y15.000	Somerset Township	\$370.50
E-9801-Y001-Y16.000	Union Township	\$843.00
E-9801-Y001-Y17.000	Washington Township	\$226.50
E-9801-Y001-Y18.000	Wayne Township	\$268.50
E-9801-Y001-Y19.000	Wheeling Township	\$744.00
E-9801-Y001-Y20.000	York Township	\$409.50
<u>Y38 VENDOR LICENSE FEES/AUDITOR</u>		
E-9838-Y038-Y01.000	Remit to State	\$125.00
E-9838-Y038-Y02.000	Remit to County	\$125.00
<u>Y41 INDIGENT APPLICATION FEES/AUDITOR</u>		
E-9841-Y041-Y01.000	Remit to State	\$389.80
E-9841-Y041-Y02.000	Remit to County	\$1,559.20
<u>Y42 RECOUPMENT FEES INDIGENT/AUDITOR</u>		
E-9842-Y042-Y01.000	Remit to State	\$682.00
Upon roll call the vote was as follows:		
	Mr. Dutton	Yes
	Mr. Echemann	Yes
	Mr. Gianangeli	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF APRIL, MAY AND JUNE 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of April, May and June 2025.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,666.66
E-0181-A003-A11.000	BOARD OF ELECTIONS	R-9891-Y091-Y03.500	
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	500.00
County Health			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	250.00
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y03.500	
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y03.500	166.66
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	250.00
E-2229-F081-F01.001	PHER	R-9891-Y091-Y03.500	
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y03.500	
E-2232-F084-F02.008	Nursing	R-9891-Y091-Y03.500	
E-2233-F085-F01.002	MATERNAL CHILD HEALTH	R-9891-Y091-Y03.500	
E-2237-F089-F01.002	INTEG. NALOXONE ACCESS/INFRAT (IN)	R-9891-Y091-Y03.500	
E-2238-F090-F01.002	WORK FORCE	R-9891-Y091-Y03.500	
E-2239-F091-F01.002	ENHANCED OPERATIONS	R-9891-Y091-Y03.500	
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	
E-2219-N050-N05.000	WATER SYSTEMS	R-9891-Y091-Y03.500	
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y03.500	
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,250.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,250.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	
E-0400-M060-M29.008	JUVENILE (INSURANCES CCAP)	R-9891-Y091-Y03.500	
E-0400-M067-M05.008	JUVENILE (Alternate)	R-9890-Y091-Y03.500	
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	900.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	100.00

E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,666.66
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	750.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,166.66
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	3,333.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	\$500.00
TOTAL			26,999.97

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated June 17, 2025, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
DJFS-Jeff Felton to Columbus, OH, on June 18, 2025, to attend the OhioRise Workgroup In-Person Meeting. Estimated expenses: \$231.00.

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 June 11, 2025.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcements:

The Belmont County Board of Commissioners is accepting applications to fill positions on the Workforce Development Board Area 16. This is a two-year term. Applications will be accepted through June 20, 2025. Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

The Belmont County Board of Commissioners is accepting applications to fill a position on the Mental Health Recovery Board. This is a four-year term. Applications will be accepted through June 20, 2025. Interested parties may stop in or contact the Commissioners’ office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF AUTHORIZING THE CLERK OF THE BOARD TO
ESTABLISH DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING
FOR BELMONT COUNTY BUDGET FOR FY2026**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2026, pursuant to O.R.C. 5705.28.

**NOTICE OF PUBLIC HEARING
ON THE BELMONT COUNTY BUDGET**

Notice is hereby given that on the 9th day of July, 2025 at 10:30 o’clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2026.
Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

Bonnie Zuzak /s/
Bonnie Zuzak, Clerk
Belmont County Board of Commissioners

ADVERTISE TIMES LEADER, JUNE 23rd, 2025. (ONE MONDAY)

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the receipt of a \$2,000.00 donation from Belmont County Cat Stray Shun to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF AN
UNNAMED ALLEY LOCATED IN
PEASE TWP. SEC. 4, T-6, R-3/RD IMP 1195**

Office of County Commissioners

Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 17th day of June, 2025, at the office of the Commissioners with the following members present:

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

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5563.01 O.R.C.

Mr. Dutton moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of June 4, 2025, and a copy of this resolution be forwarded to the Pease Township Trustees.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption the vote was as follows:

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

Adopted the 17th day of June, 2025.

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

-
1. “locating,””establishing,””altering,””widening,””straightening,””vacating” or “changing the direction of.”

**IN THE MATTER OF APPROVING VEHICLE PURCHASE
FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2025 Chevrolet Silverado K500 from Whiteside in St. Clairsville, in the amount of \$45,705.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This is a replacement vehicle that will be outfitted with a Hot Shot package for food delivery. The van will be paid from SSOBC’s regular operating budget.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM
KALKREUTH ROOFING AND SHEET METAL/ANNEX III**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$15,590.00 to remove existing metal coping caps on the steeple roof area and install new at the Annex III building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ESTIMATE FROM
TMK CONSTRUCTION, LLC/BCDJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the estimate from TMK Construction, LLC, in the amount of \$4,985.00 for all material and labor necessary to demo existing 36” commercial door and frame and install an interior wall with space for relocated door at Belmont County Department Job and Family Services.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN BELMONT COUNTY AND THE OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION (DRC) FOR LEASE OF OFFICE SPACE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Memorandum of Understanding between Belmont County and The Ohio Department of Rehabilitation and Correction (DRC) for the lease of office space in the Annex III building.

MEMORANDUM OF UNDERSTANDING
BETWEEN BELMONT COUNTY and
THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION (DRC)

Belmont County (the "County") and DRC enter into this Memorandum of Understanding to establish the terms and conditions for the lease by the County of office space to DRC.

Premises: Annex III building, 101 North Market Street, St. Clairsville, Ohio 43950. The leased office space is located on the 1st floor of Annex III.

Rent: DRC shall pay the annual sum of one dollar (\$1.00) payable to the Belmont County Treasurer, due within thirty (30) days from the final execution of this MOU.

Term: The term of this MOU is one year from the effective date of this MOU, when it is signed by both parties. This MOU may be terminated by either party, for any reason, with at least sixty (60) days' written notice to the other party.

Liability: Each party shall be responsible for any liability arising from its own conduct related to DRC's use of the office space described above.

Informal dispute resolution: In the event of a dispute between the parties, a representative from each party will work together to mutually resolve the dispute. If the dispute remains unresolved, then each party will escalate the matter to their next immediate supervisor until the matter is resolved. If the matter cannot be resolved, then the parties may consider termination consistent with the terms of this agreement.

Amendments: any corrections or modifications to this MOU must be in writing and signed by both parties.

SIGNATURES: The signatories below warrant and represent that they have the competent authority on behalf of their respective parties to enter into the obligations set forth in this MOU.

For OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

A.C. Smith Director
Name and Title

6/17/25
Date

For BOARD OF COMMISSIONERS, BELMONT COUNTY

X APCD
Name and Title
X Jerry Echemann
X Steve Gianangeli

6-17-25
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO RENEWAL VENDOR AGREEMENTS
ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/TITLE XIX

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a renewal of a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2025 through June 30, 2026, as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
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Hissom’s Service Center, LLC	\$12,000.00
Marathon Gas, dba D&D Fast Foods	\$12,000.00
NSB/2 Partners, LLC	\$12,000.00
Zeake’s Sunoco & Sun Shop Exxon	\$12,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 17th day of June 2025 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom’s Service Center, LLC, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2025 through June 30, 2026 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
The maximum amount billable under this agreement is \$12,000.00.
The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
This agreement signed on 17th day of June 2025.

<u>Jeffery L. Felton /s/</u>	<u>6/13/2025</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>Jim Jones /s/</u>	<u>6/12/2025</u>
Jim Jones	Date
Hissom’s Service Center	
827 East Main Street	
Barnesville OH 43713	
Hissomsservicecenter@gmail.com	
<u>J. P. Dutton /s/</u>	<u>6-17-25</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>6-17-25</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Vince Gianangeli /s/</u>	<u>6-17-25</u>
Vince Gianangeli	Date
Belmont County Commissioner	
Approved as to form:	
<u>Jacob Manning /s/</u>	<u>6/23/25</u>
Jacob Manning, Assistant Prosecutor	Date
Belmont County Prosecutor’s Office	

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 17th day of June 2025 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Marathon Gas dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2025 through June 30, 2026 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the

- county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
 - E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
 - F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
 - G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
 - H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
 - I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
 - J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
The maximum amount billable under this agreement is \$12,000.00
The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement.

This agreement signed on 17th day of June 2025.

<u>Jeffery L. Felton /s/</u> Jeffery L. Felton, Director Belmont County Department of Job and Family Services	<u>6/13/2025</u> Date
<u>Tina Williams /s/</u> Tina Williams D&D Fast Foods, Inc. 2998 Belmont Street Bellaire OH 43906 KellyTina2423@aol.com	<u>6/13/2025</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>6-17-25</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>6-17-25</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli Belmont County Commissioner	<u>6-17-25</u> Date
Approved as to form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor’s Office	<u>6/23/25</u> Date

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 17th day of June 2025 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and NSB/2 Partners, LLC, hereinafter referred to as Provider. This agreement will be effective from July 1, 2025 through June 30, 2026 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by

the Ohio Department of Job and Family Services in the Administrative Code.
J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
The maximum amount billable under this agreement is \$12,000.00.
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I hereby understand and agree to the terms of this agreement.
This agreement signed on 17th day of June 2025.

<u>Jeffery L. Felton /s/</u> Jeffery L. Felton, Director Belmont County Department of Job and Family Services	<u>6/13/2025</u> Date
<u>Gurinderjit Sosandhu /s/</u> Gurinderjit Sosandhu, Owner NSB/2 Partners 45820 National Road St. Clairsville OH 43950	<u>6-11-2025</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>6-17-25</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>6-17-25</u> Date
<u>Vince Gianangeli /s/</u> Vince Gianangeli Belmont County Commissioner	<u>6-17-25</u> Date
Approved as to form: <u>Jacob Manning /s/</u> Jacob Manning, Assistant Prosecutor Belmont County Prosecutor's Office	<u>6/23/25</u> Date

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 17th day of June 2025 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2025 through June 30, 2026 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
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PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
The maximum amount billable under this agreement is \$12,000.00.
The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
This agreement signed on 17th day of June 2025.

<u>Jeffery L. Felton /s/</u>	<u>6/13/2025</u>
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Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
Anthony Zeakes /s/
Anthony Zeakes, Owner
Sun Shop Exxon and Zeakes’ Sunoco
1002 N. Lincoln Avenue
Bridgeport OH 43912
Zoe02@comcast.net
J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner
Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
Vince Gianangeli /s/
Vince Gianangeli
Belmont County Commissioner
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	
	<u>6/12/2025</u>
Date	
	<u>6-17-25</u>
Date	
	<u>6-17-25</u>
Date	
	<u>6-17-25</u>
Date	
	<u>6/23/25</u>
Date	

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND KENDALL BEHAVIORAL SOLUTIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions in the maximum amount of \$50,000.00, effective July 1, 2025 through June 30, 2026 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of Performance of Services Contract
Family Team Meeting Facilitator**

Whereas, this contract, entered into on this 17th day of **June 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meets the policies and procedures of the Belmont County Department of Job and Family Services and the standards and requirements stated forth in this agreement.

I. PURPOSE

The purpose of this contract is to provide Family Team Meeting (FTM) services to the Belmont County Department of Job and Family Services, Children Services Division. Eligible families are those eligible as determined by the Purchaser.

II. PARTIES

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 740-695-1075
Contractor:	Kendall Behavioral Solutions, LLC 800 Walnut Street (PO Box 244) Martins Ferry OH 43935 740-609-5072

III. CONTRACT PERIOD

This contract and its terms are effective from July 1, 2025, through June 30, 2026.

IV. DEFINITIONS

The following words, phrases, and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

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

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the children services division of the Purchaser.

Performance

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

Proportional Payment

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

Services

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

Unit

A unit shall consist of one family team meeting.

V. SCOPE OF WORK

Subject to the terms and conditions as set forth in this contract and incorporated attachments, the Contractor and Purchaser agree to perform the following service to the level of performance as stated herein:

A. Contractor Responsibilities

1. The Contractor will facilitate assigned meetings that will be scheduled over the entire period of ongoing services, beginning with a meeting within thirty (30) days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by the Purchaser’s management staff. Family Team Meetings are to be scheduled, at a minimum, every ninety (90) days until permanent custody is awarded or case closure.
2. Facilitators are contractors of the Purchaser and do not have direct line responsibility for the case.

3. The Contractor’s responsibilities include arranging the meetings, helping ensure the participants attend and know what to expect, and supporting the family in the meeting and preparing for them.
4. The Family Team Meeting process includes, but is not necessarily limited to, the following components: preparation including assisting the family and case manager in identifying participants, developing the agenda, introductions, information sharing, planning, establishing and maintaining direction, and decision-making process.
5. The Contractor agrees to provide the Purchaser with an emergency contact number.
6. The Contractor agrees that all records, documents, and client records processed by the Purchaser under this contract are confidential and shall be handled per applicable guidelines.
7. The Contractor agrees that they will not use any information or records created by the Purchaser under this contract for any other purpose other than to fulfill the contractual duties specified within this contract.
8. The Contractor shall meet all services requirements of this contract.
9. The Contractor’s failure to perform services as required herein is a breach of the contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
10. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with the mandatory reporting and monitoring will be considered a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

B. Purchaser Responsibilities

1. The Purchaser will refer eligible families to the Contractor.
2. The Purchaser will provide the meeting room and supplies necessary for the Family Team Meetings to occur.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards, reporting, and monitoring as included in this contract.

C. Performance Standards

To meet the outcome and purpose stated herein, the performance of services under this contract must meet the following standards:

The Contractor will schedule and facilitate the first Family Team Meeting within thirty (30) days of the initial referral.

Subsequent meetings will be held with each family at least every ninety (90) days until the case closes or permanent custody is awarded.

D. Performance Reporting

1. The Contractor will complete a monthly billing invoice for services provided and incorporated into this agreement and submit to the Purchaser. These invoices are due on the tenth (10th) of the following month and will include all required information for the prior month from the first day to the last day of that month.
2. The Purchaser agrees to compensate the Contractor \$200.00 for each Family Team Meeting. This amount shall cover all costs associated with all the components of the FTM excluding the costs for any food and/or refreshments providing during a FTM.
3. The monthly invoice shall include the name of the family and date of FTM. It shall also include a remit to address.

E. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspection, program observation, and participant and facilitator interviews and focus groups. The Purchaser will provide the Contractor with advance notice prior to any evaluation or monitoring activity. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration, and repayment.

VI. AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this contract are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$50,000.00 (250 units x \$200.00/unit)**.

All financial obligations of the agency under this contract are subject to federal and State of Ohio funding levels consistent with the fiscal year.

VII.ALLOWABLE COSTS

The Purchaser will only reimburse for those costs authorized under applicable federal, State of Ohio, and local laws and policies and funding sources.

VIII.BILLING, PAYMENT AND COSTS

Invoices will be submitted by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information timely may be considered a breach of contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor’s Office processes the payment. Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment as defined in Article IV is made.

IX. 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 is permitted under the terms of this contract. Procurement of fixed assets must follow federal, State of Ohio, and local policies. When the program ends, funding expires, or the Contractor 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/fixed asset management system.

Inventory: Fixed assets purchased under this agreement shall become 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 tags. It will be the Contractor’s responsibility to affix the tags and maintain the asset.

Usage: The Contractor covenants to maintain the asset(s) referenced 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, and regulations effecting said property or any part thereof and all covenants, restrictions, and agreements of which apply to the property or any part thereof.

X. DUPLICATE BILLING

The Contractor 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 Contractor to other sources of funding, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit multiple sources of funding, public or private, to meet the FTM objectives if each service is not paid for more than once.

XI. AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor 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 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 Contractor 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 Contractors will sign a “Repayment of Funds” 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 Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and not reissued. Terms of the “Repayment of Funds” agreement may be negotiated between both parties at the sole discretion of the Purchaser.

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

XII.WARRANTY

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

XIII.INSURANCE

The Contractor shall comply with the laws of the State of Ohio with respect to all applicable insurance including but not limited to liability and worker’s compensation coverages.

XIV.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.

XV.AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records related to the performance of services 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 Contractor shall retain such records until the audit is completed and all issues are resolved.

XVI.CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its clients regarding the confidentiality of the Purchaser’s clients. The Contractor 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 Contractor 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 and may constitute a breach of contract.

XVII.CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating other under agreements with parties other than the Purchaser, if this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of 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 Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s officers, the Belmont County Board of Commissioners, or any other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor confirms that it has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

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

The Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business, or any business relationship or financial interest that a county employee has with the Contractor or in its business.

XVIII.COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contractor, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars and State of Ohio laws and regulations, including Ohio Administrative Code regulations.

The Contractor accepts full responsibility for payment of all unemployment compensation premiums, all income tax deductions, pension deductions, and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor’s employees, if applicable.

The Contractor shall obtain all necessary approval, licenses or other 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.

XIX.RELATIONSHIP

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

XX.ASSIGNMENTS

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

XXI.SUBCONTRACTS

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

XXII.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 pervious communications, representation, 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.

XXIII.TERMINATION

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

XXIV.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.

XXV.WAIVER

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

XXVI.INDEMNIFICATION

The Contractor 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 of every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees, and independent contractors.

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

XXVII.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.

XXVIII.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 terms and provisions 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.

XXIX.NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and State of 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 the performance of this contract, the Contractor shall 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 Contractor shall take affirmative action to ensure that during employment all employee and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam era veteran status, age, political belief, or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and State of Ohio non-discrimination laws.

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

XXX.CHILD SUPPORT ENFORCEMENT

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

XXXI.PUBLIC ASSISTANCE WORK PROGRAM CLIENTS

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

XXXII.DRUG FREE WORKPLACE

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

XXXIII.COPELAND “ANTI-KICKBACK” ACT

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

XXXIV.DAVIS-BACON ACT

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

XXXV.CONTRACT WORK HOURS AND SAFETY ACT

The Contractor 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.

XXXVI.PUBLIC RECORDS

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

XXXVII.CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders, 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).

XXXVIII.ENERGY EFFICIENCY

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

XXXIX.PROCUREMENT

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

SIGNATURES:

Jeffery Felton /s/
Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
Kathleen Kendall /s/
Kathleen F. Kendall, Owner
Kendall Behavioral Solutions, LLC
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
Vince Gianangeli /s/
Vince Gianangeli, Commissioner
Belmont County Board of County Commissioners

6/11/2025
Date
6/11/2025
Date
6/17/25
Date
6/17/25
Date
6/17/25
Date

Approved as to form:

Jacob Manning /s/
Jacob Manning, Assistant Prosecuting Attorney
Belmont County Prosecutor’s Office
Upon roll call the vote was as follows:

6/11/2025
Date

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

**IN THE MATTER OF APPROVING THE OHIO BWC-EMPLOYER STATEMENT AND THE CCAO-WORKERS
COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT/2026 PROGRAM YEAR**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the Ohio BWC-Employer Statement and the CCAO – Workers’ Compensation Group Retrospective Rating Plan Agreement for the 2026 Program Year.
Note: This program allows us to save significantly on workers compensation premiums.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS’ COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of June 17, 2025, is between CCAO Service Corporation (“CCAOSC”), an Ohio corporation, and **BELMONT COUNTY** (“Participant”), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers’ compensation rating purposes. The County Commissioners’ Association of Ohio (“CCAO”), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a “Participant.” Participating counties are collectively referred to as the “Group.”

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the “CCAO Group Retrospective Rating Plan” or the “Plan.” The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers’ compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

- A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
- CCAO was created more than two years prior to the date of application for Group coverage.
 - CCAO was formed for the purposes other than obtaining Group Workers’ Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- B. The Participant represents and warrants as follows:
- (1) It is a member of the County Commissioners’ Association of Ohio and is current in all financial obligations to CCAO.
 - (2) It has an Ohio Bureau of Workers’ Compensation (“OBWC”) policy number for counties and its account with OBWC has no outstanding premiums, penalties or assessments due from it
 - (3) It is not a member of any other group for the purpose of obtaining workers’ compensation coverage under Section 4123.29, ORC.
 - (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

- A. CCAOSC shall:
- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
 - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
 - (3) perform such additional duties as are required of it by this Agreement.
- B. The Participant shall:
- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
 - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants’ premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC’s evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount (“Maximum Premium Percent”) selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC shall retain the services of a third party administrator (“TPA”) specializing in the administration of workers’ compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan’s activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA

for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group’s TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group’s model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Claims Management and Safety Expectations Survey and working toward accomplishing all of the Claims Management and Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant’s sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP ADVISORY COMMITTEE

There is hereby established a Group Advisory Committee to oversee the CCAOSC regarding the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of seven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Five members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Advisory Committee, and each Advisory Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

- The duties of the Group Advisory Committee shall be:
- to advise CCAOSC on the selection of a TPA, as provided in Section VI hereof;
 - to advise CCAOSC on proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
 - to confer with CCAOSC on the ongoing eligibility of each Participant for continued participation in the Group; and
 - to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2024 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2023. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO’s other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section XIV: ANIT-DISCRIMINATION PROVISION

Per Section 125.111(A) of the Ohio Revised Code, CCAOSC warrants and agrees to the following:

- A. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither CCAOSC or any subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of the State of Ohio in the employment of a person qualified and available to perform the work to which such contract relates; and
 - B. None of CCAOSC, any subcontractor, or person acting on behalf of any such organization, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAOSERVICE CORPORATION	
Date: 3/17/2025	By: John Leutz /s/
	John Leutz, CCAO Assistant Director
BELMONT COUNTY	
Date: 6/17/25	By: J. P. Dutton /s/
	Signature of Authorized Official
County Name:	BELMONT COUNTY
Address:	101 W MAIN ST
City, State, Zip:	ST CLAIRSVILLE OH 43950
OBWC Number:	30700001

APPROVED AS TO FORM (if required)
Jacob Manning /s/ Assistant Prosecuting Attorney
Prosecuting Attorney
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE COMMUNITY HOUSING IMPACT AND PRESERVATION PARTNERSHIP AGREEMENT BETWEEN BELMONT COUNTY

COMMISSIONERS AND THE CITY OF MARTINS FERRY

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the Community Housing Impact and Preservation Partnership Agreement between the Belmont County Commissioners and the City of Martins Ferry, effective beginning December 1, 2025 and will remain in effect until such a time that the CHIP Program funds are expended.

Note: The partnership allows Belmont County to receive more funds than if Belmont County were to apply alone.

**COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM
PARTNERSHIP AGREEMENT**

This Community Housing Impact and Preservation Program Partnership Agreement (the “Agreement”) is made and entered into by and between the **Belmont County Commission** (the “County”), and the City of **Martins Ferry** (the “City”), and shall be effective beginning **December 1, 2025** (the “Effective Date”) and will remain in effect until such a time that the CHIP Program funds are expended and the funded activities are closed out. Neither the County nor the City can terminate or withdraw from this agreement while it remains in effect. This agreement will become effective on the above dates only if the County’s Community Housing Impact and Preservation Program application is awarded.

BACKGROUND INFORMATION

A. The Ohio Office of Community Development (OCD), through its Community Housing Impact and Preservation Program (CHIP) awarded with the state’s Community Development Block Grant (CDBG), HOME, and Ohio Housing Trust Fund (OHTF) allocations has provided an opportunity to create “partnerships” between County and Cities to submit one (1) CHIP application to serve areas covering partnerships jurisdictions. The “partnership” would allow for a higher grant ceiling for both partners as well as additional flexibility to preserve and improve affordable housing for low- and moderate- income households in our County.

B. County and City recognize the positive impact the “partnership” will provide to the low- and moderate- income households in our area.

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

STATEMENT OF THE AGREEMENT

- 1. Applicant. County will be designated as the applicant/grantee and will be responsible for the completion of all grant application documents.
- 2. Administrator. County will have the responsibility of hiring the administrators for the CHIP activities.
- 3. Filing of CHIP Mortgages and Housing Program Income. County will have the responsibility of filing all mortgages and any program income generated from CHIP activities will be retained by the County. However, the City will have the ability to request the use of housing program income for eligible housing activities generated as a result of this CHIP program.
- 4. Fiscal Obligation. County will be responsible for paying all contractors for work completed for the CHIP activities. The County will be responsible for all financial draw requests for any work related to the CHIP activities.
- 5. Grant Fund Administration and Implementation. County will be responsible for the administration and implementation of all CHIP funds. The anticipated budget and outcomes are as follows.

County:	<u>Four Private Rehabs</u>	<u>\$256,000.00</u>
	<u>Six Home Repairs (includes two septic tank projects)</u>	<u>\$116,000.00</u>
City:	<u>Three Private Rehabs</u>	<u>\$192,000.00</u>
	<u>Three Home Repairs</u>	<u>\$ 54,000.00</u>

These amounts are within the grant funding limit for each partner. The County will market all CHIP housing activities in the City with full intention to meet the budgeted outcomes. However, the goal to improve the affordable housing for low- and moderate- income households in the County based on following the approved client selection criteria in the Policy and Procedure Manual. Additionally, milestones must be met for committing and expending funds, so these budgeted amounts and outcomes may increase or decrease as applications are received and projects are completed. and that the distribution of funds is fluid. No commitment of guaranteed funds to the County or the Partner is hereby implied or made.

6. Reporting Information. The City agrees to provide the County any information needed for the completion of CHIP related reporting requirements. The County administrators will meet regularly with the City to provide updates on program budget and outcomes.

7. Record, Access and Maintenance. The County will have the responsibility for retaining all CHIP grant records after the financial closeout as required by OCD, State and Federal regulations.

8. Policy and Procedure Manual. The County’s CHIP Policy and Procedure Manual will be adopted for the partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

County:

Belmont County Commissioners

By: J. P. Dutton /s/

Printed Name: J.P. Dutton

Title: President

Date: June 17, 2025

Approved As To Form:

Jacob Manning /s/

Jacob Manning, Asst. Prosecuting Attorney

Belmont County

Upon roll call the vote was as follows:

City:

City of Martins Ferry

By: _____

Printed Name: John Davies

Title: Mayor

Date: _____

**IN THE MATTER OF APPROVING QUOTE FROM EQUIVANT FOR
COURTVIEW JUSTICE FILING SYSTEM**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Equivant, in the amount of \$138,300.12, for the CourtView Justice Filing System and professional services needed and \$8,028.20 for yearly recurring cost maintenance cost, to be used by Belmont County Clerk of Courts, Common Pleas, Juvenile, Probate and County Courts.

Note: This e-filing system is mandated by the Supreme Court.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Frank Shaffer, Pultney Township Trustee, feels the county needs to start looking at some preventative measures with the creeks after what happened with the flooding in the Wheeling area recently. He said, “I think we’ve got the means to do it. We at least need to come to a point where we need to enforce some type of laws to be able to clean up and keep debris out of the floodplains. It’s getting harder and harder to get funding after the fact, and then when I’ve seen some major devastation, we end up having to go through FEMA.” Mr. Dutton said he agrees. He said, “There isn’t a lot of funds out there for things that you try to do preventively. I know we’re going to follow up at some point here with Dave Ivan (EMA Director) and get some thoughts of where we stand and where the problem areas are. We’ve tried to do some preventative measures. We did the weather monitoring stations a couple of years ago. We have those spread out across the county now, but that doesn’t keep incidents from happening. All that does is try to get information to individuals in those areas quicker.”

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:10 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 9:30 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 9:30 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no action to be taken.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:31 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:31 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of June, 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