

St. Clairsville, Ohio

August 13, 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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$511,197.61

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-A10.000 Professional Services	E-0051-A001-A14.012 Equipment	\$6,000.00
E-0048-A002-K05.00 Other Expenses	E-0048-A002-K02.010 Supplies	\$20,000.00

S30 OAKVIEW JUV REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S54.000 Food	E-8010-S030-S58.000 Communications	\$7,457.59
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S54.000 Food	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S65.000 Indirect Costs	\$23,285.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENTS

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

P05 WATER WORKS FUND AND N88 WWS REVENUE BOND SHORT LIVED

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

P05 WATER WORKS FUND AND O11 MT. VICTORY BOND RETIREMENT

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9311-O11-O04.574 Transfers In	\$1,030.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT

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

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND

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

P53 SANITARY SEWER DISTRICT FUND AND O03 USDA-SSD BOND PAYMENT

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$29,167.00

P53 SANITARY SEWER DISTRICT FUND AND O12 NEFFS BOND RETIREMENT

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$2,848.00

P53 SANITARY SEWER DISTRICT FUND AND O61 SEWER BOND RETIREMENT

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$11,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the 2025, certification date:

JANUARY 1, 2025

S32 OAKVIEW JUVENILE ACTICITY FUND

E-8012-S032-S00.000	Activity Fund	\$6.55
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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 August 13, 2025.

presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR JULY 2025

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

- Monthly Financial Report for the month of July 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF JULY 2025

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer’s Office:

- Interest Report and Investment Portfolio for the month of July 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-Jeff Felton to Columbus, OH, on August 12, 2025, to attend the Ohio Rise Working Committee meeting. Estimated expenses: \$161.00. Jeff Felton to Loudonville, OH, on August 13-15, 2025, to attend the OJFSDA Executive Retreat. Estimated expenses: \$159.60. Christine Parker to Marietta, OH, on August 13, 2025, to attend a Child Care meeting. Estimated expenses: \$163.40. Jeff Felton, John LaRoche, Michelle Marchio, Christine Dinapoli, Hope Romshak, Jessica Cruse, LeAnn Boston, Trina Palmer, De’Asia Burney, Edmon Braun, Shannon Weekley, Michele Burkhart, Amanda Kennedy and Wendy Tomlinson to Columbus, OH, on September 30-October 3, 2025. Estimated expenses: \$17,830.00. Cindy Berry, Corey Alexander, Larisa Ponzani and Jonette Lowe to Columbus, OH, on October 19-21, 2025. Estimated expenses: \$3,861.20.

RECORDER-Jason Garczyk to Columbus, OH, on August 20, 2025, to attend the Ohio Records’ Association Legislative Committee meeting. A county car will be used for travel.

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 August 6, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING ALYSSA SPINACI, FULL-TIME LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Alyssa Spinaci, full-time LPN at the Belmont County Jail, effective August 18, 2025.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENT TO THE BELMONT COUNTY PLANNING COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Richard Myser to The Belmont County Planning Commission for a three-year term, effective August 11, 2025 to August 10, 2028.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE SALE OF COUNTY PROPERTY PER ORC 307.12/ SHERIFF’S K-9 MAXIMUS

The Board of County Commissioners of Belmont County, Ohio, met this 13th day of August 13, 2025 in Regular Session with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Gianangeli

Mr. Dutton introduced the following resolution and moved its adoption:
WHEREAS, K-9 Maximus, has been part of the Belmont County Sheriff’s Department since 2020 and is no longer of use to said department or the County; and
WHEREAS, this Board wishes to declare that said K-9 is obsolete and not needed for public use, and to sell the said K-9 to Detective Tyler Grant, in the amount of \$1.00, according to Section 307.12 of the Ohio Revised Code;
WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *the board may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification*, and;
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF BELMONT COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO:
THAT, K-9 Maximus, is hereby declared to be obsolete and not needed for County use and ordered to be sold to Detective Tyler Grant.
Mr. Echemann seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as followed:

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

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY
AUDITOR TO ESTABLISH A NEW CAPITAL PROJECTS FUND
FOR THE BLACK HORSE INN AND UNDERGROUND RAILROAD
MUSEUM PROJECT FOT THE BELMONT COUNTY PORT AUTHORITY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Belmont County Auditor to establish a new Capital Projects fund for the Black Horse Inn and Underground Railroad Museum Project for the Belmont County Port Authority.
Note: This dedicated fund will allow for accurate tracking of all related revenues and expenditures in compliance with grant requirements and applicable auditing standards.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is grant funds through Governor DeWine’s Appalachian Grant program.

IN THE MATTER OF APPROVING QUOTE FROM PAIGE COMPANY/RECORDS CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Paige Company, in the amount of \$13,476.75 for 3,775 Miracle Boxes Letter/Legal size plus \$1,200.00 for shipping for the Belmont County Records Center.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE FIRST AID & SAFETY
COOPERATIVE ACCEPTANCE AGREEMENT WITH CINTAS/COURTHOUSE AND JOC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the First Aid & Safety Cooperative Acceptance Agreement with Cintas for three new AED units, in the monthly amount of \$390.00 (maintenance included) and \$45.00 monthly charge for maintenance on one AED unit at the Justice Office Complex.

First Aid & Safety
Cooperative Acceptance Agreement



Location #:60J

Contract #:

Customer #:

Main Corporate / ZNAT Code: → Omnia Nebraska GPO ZNAT #9200002758

Customer/Participating Public Agency: Belmont Co Commissioner (Master Agreement)

Address: 101 W Main St

City: Clairsville

State: OH

Zip: 43950

Date: 7/23/25

Phone:

CHECK ALL THAT APPLY:

☐ FIRST AID

Service Frequency: Bundle Sold: ☐ YES ☐ NO Bundle Type:

PPE Required: ☐ Safety Glasses ☐ Ear Plugs ☐ Steel Toed Shoes ☐ Hard Hat ☐ Hi-Viz Vest ☐ No PPE Required

☐ Other:

QUANTITY	MATERIAL	DESCRIPTION	UNIT PRICE	TOTAL

Your Estimated Total:

Space for additional entries provided on page 5

AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES

AED DEVICE	CASE	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
ZOLL® AED 3	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	3+	\$130.00+/unit	\$390.00+/month
Basic LifeLine & Lifeline VIEW AED Maintenance Agreement	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	1+	\$45.00+/unit	\$45.00+/month
Totals:				\$415.00+

MEDICAL DIRECTION: ☒ LifeREADY 360™ ☐ LifeREADY™

TRAINING: AHA Heartsaver™ FA/CPR/AED Course \$ /Seat or Key \$ /Class

PLUMBED EYEWASH

STATION TYPE	# OF UNITS	ANNUAL SERVICE COST	TOTAL ANNUAL COST	ROUTINE SERVICE COST	TOTAL ROUTINE COST	ROUTINE SERVICE FREQUENCY (SELECT ONE)
Plumbed Eyewash Station		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
Plumbed Emergency Shower		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
Plumbed Combination Unit		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
The Safety Director® Station		/unit	/month
One-time Wall Mount Installation Fee (618333)		/unit	

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management \$

WATERBREAK® COOLER UNITS

COOLER UNIT DESCRIPTION	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
Freestanding		/unit	/month
Countertop		/unit	/month
		Total monthly service fee	/month
One-Time Installation Fees		Cintas Cooler Installation #604907	
		Third Party Installation #604908	

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. ~~Dispute Resolution—Arbitration and Class Waiver: This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.~~
- ~~a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY, AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.~~
- ~~b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.~~
- ~~c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.~~
- ~~d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.~~
- ~~FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.~~
- ~~e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.~~
- ~~f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution—Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.~~
3. **Dispute Resolution - Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**
- a. Subject to Section 2.b, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
- b. To the extent Customer is solely purchasing First Aid products and services under this Acceptance Agreement (as selected on page 1), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**
- a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
- b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
- c. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

Cintas Representative Initials: Customer Initials: 

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

4. **WaterBreak® Cooler Units Terms and Conditions.** (Applicable only if WaterBreak® Cooler Units are provided):
- a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units (the "Waterbreak Unit(s)") at the Customer's facility(ies) and ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
 - b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.
5. **Ownership of Rental Products:** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

Rental Product	Replacement Cost
AED Device	\$1,995
The Safety Director® Emergency Eyewash Station	\$750
Waterbreak Unit	\$1,000

6. **TRAINING ACKNOWLEDGEMENT.** (Applicable only if Training Courses are provided): CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
7. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
8. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
9. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
☒ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
10. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
☒ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
11. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
☒ No additional terms needed
12. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:


By:

Title:

Accepted-GM:

Cintas Enterprise Account: ☐ Yes ☐ No

Cintas Enterprise Partner Name:

Customer Signature: 

Print Name: J.P. DUTTON, JERRY ECHMANN, VIKEGIANANGELI

Print Title: BELMONT COUNTY COMMISSIONERS

Email:

Customer Contact: SCOTT LARKIN

Customer Contact Email: SLARKIN@BELMONTCOUNTY OHIO.ORG

Contract Compliance Approval:

Cintas Location #:

Date Approved: 8-13-25

PRD/MSA Expiration Date: 5/31/28

ZNAT #: ZNAT 9200002758

Cintas Representative Initials:

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Rev. 1.8.24

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echmann	Yes
Mr. Gianangeli	Yes

COOPERATIVE ACCEPTANCE AGREEMENT WITH CINTAS/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the First Aid & Safety Cooperative Acceptance Agreement with Cintas for the monthly amount of \$540.00 for maintenance on twelve AED units at Senior Services of Belmont County.

First Aid & Safety
Cooperative Acceptance Agreement



Location #:60J

Contract #:

Customer #:

Main Corporate / ZNAT Code: → Omnia Nebraska GPO ZNAT #9200002758 Date:7/23/25

Customer/Participating Public Agency: Belmont Co Seniors (Master Agreement) ("Customer") Phone:

Address: 67650 Oakview Drive City: Clairsville State: OH Zip: 43950

CHECK ALL THAT APPLY:

☐ FIRST AID

Service Frequency: Bundle Sold: ☐ YES ☐ NO Bundle Type:

PPE Required: ☐ Safety Glasses ☐ Ear Plugs ☐ Steel Toed Shoes ☐ Hard Hat ☐ Hi-Viz Vest ☐ No PPE Required

☐ Other:

QUANTITY	MATERIAL	DESCRIPTION	UNIT PRICE	TOTAL
Your Estimated Total:				

Space for additional entries provided on page 5

AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES

AED DEVICE	CASE	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
ZOLL® AED 3	Cabinet <input type="checkbox"/> Grab N' Run	0	\$130.00+/unit	\$0+ /month
Basic LifeLine & Lifeline VIEW AED Maintenance Agreement	Cabinet <input type="checkbox"/> Grab N' Run	12+	\$45.00+/unit	\$540.00+ /month
Totals:				\$540.00+

MEDICAL DIRECTION: LifeREADY 360™ ☐ LifeREADY™

TRAINING: AHA Heartsaver™ FA/CPR/AED Course \$ /Seat or Key \$ /Class

☐ PLUMBED EYEWASH

STATION TYPE	# OF UNITS	ANNUAL SERVICE COST	TOTAL ANNUAL COST	ROUTINE SERVICE COST	TOTAL ROUTINE COST	ROUTINE SERVICE FREQUENCY (SELECT ONE)
Plumbed Eyewash Station		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
Plumbed Emergency Shower		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
Plumbed Combination Unit		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly

☐ THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
The Safety Director® Station		/unit	/month
One-time Wall Mount Installation Fee (618333)		/unit	

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management \$

☐ WATERBREAK® COOLER UNITS

COOLER UNIT DESCRIPTION	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
Freestanding		/unit	/month
Countertop		/unit	/month
		Total monthly service fee	/month
One-Time Installation Fees		Cintas Cooler Installation #604907	
		Third Party Installation #604908	

Cintas Representative Initials: Customer Initials: BJ

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. ~~Dispute Resolution—Arbitration and Class Waiver: This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.~~

a. ~~Arbitration Notice: Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.~~

b. ~~Arbitration Procedures: Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.~~

c. ~~Fees: Arbitration fees will be assessed consistent with the AAA Rules.~~

d. ~~No Class Actions in Arbitration or in Any Court, No Jury Trial: CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.~~

e. ~~Enforceability: If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.~~

f. ~~Severability: If any section or provision of this ¶ 2, Dispute Resolution—Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.~~
3. **Dispute Resolution - Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**

a. Subject to Section 2.b, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.

b. To the extent Customer is solely purchasing First Aid products and services under this Acceptance Agreement (as selected on page 1), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**

a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.

b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.

c. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

Cintas Representative Initials: Customer Initials: Bj

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

4. **WaterBreak® Cooler Units Terms and Conditions.** (Applicable only if WaterBreak® Cooler Units are provided):
- a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units (the "Waterbreak Unit(s)") at the Customer's facility(ies) and ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
 - b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.
5. **Ownership of Rental Products:** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.
- | Rental Product | Replacement Cost |
|--|------------------|
| AED Device | \$1,995 |
| The Safety Director® Emergency Eyewash Station | \$750 |
| Waterbreak Unit | \$1,000 |
6. **TRAINING ACKNOWLEDGEMENT.** (Applicable only if Training Courses are provided): CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
7. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
8. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
9. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☐ No

(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
10. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☐ No

(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
11. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required ☐ No additional terms needed

(If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
12. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

X

PRD

X

Jerry Echemann

Cintas Location #:

Customer Signature: X

By:

Print Name: J.P. DUTTON JERRY ECHEMANN VINCE

Title:

Print Title: BELMONT COUNTY COMMISSIONERS GIANANGELI

Accepted-GM:

Email:

Cintas Enterprise Account: ☐ Yes ☐ No

Customer Contact: SCOTT LARKIN

Cintas Enterprise Partner Name:

Customer Contact Email: SLARKIN@BELMONTCOUNTY OHIO.ORG

Contract Compliance Approval:

Date Approved: 8-16-25

Cintas Location #:

PRD/MSA Expiration Date: 5/31/28

ZNAT #: ZNAT 9200002758

Cintas Representative Initials:

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Rev. 1.8.24

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CERTIFICATION OF DELINQUENT ACCOUNTS FOR BELMONT COUNTY WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the certification of the delinquent accounts for the Belmont County Water and Sewer District to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2025.

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 5 (6/16/2025 TO 7/20/2025)

FROM OHIO-WEST VIRGINIA EXCAVATING CO/WEST END FORCE MAIN IMPROVEMENTS PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Request Number 5 (6/16/2025 to 7/20/2025) from Ohio-West Virginia Excavating Co., in the amount of \$54,116.01 for the West End Force Main Improvements Project, 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 AWARDING BID FOR BELMONT COUNTY ENGINEER’S PROJECT 25-7 BEL-CR120-0.38/0.42/0.46 (DOUGLASS ROAD) SLIDE REPAIR TO OHIO-WEST VIRGINIA EXCAVATING CO.

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Project **25-7 BEL-CR120-0.38/0.42/0.46 (Douglass Road), Slide Repair** to Ohio-West Virginia Excavating Co., in the amount of \$453,106.00, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC.

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in a not to exceed amount of \$85,551.51, for the Re-employment Services and Eligibility Assessment (RESEA) program, effective July 1, 2025 to June 30, 2026.

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

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on the **13th** day of **August 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Jefferson Community Action Council, Inc. (hereinafter “Contractor”), is for the purchase of Reemployment Services and Eligibility Assessment (RESEA) that meet the requirements and standards of the state Reemployment Services and Eligibility Assessment (RESEA) plan, as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide the Reemployment Services and Eligibility Assessment (RESEA) program, which includes being the employer of record for staff funded for through this program.

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:	Jefferson County Community Action Council, Inc. 114 North 4th Street P.O. Box 130 Steubenville, OH 43952 740-282-0971 UEI: CCC8GCLJ2V77 WIOA Area 16 subgrant G-2627-15-0014

FEDERAL SUBAWARD ALLOCATIONS FOR FFY2025

UPDATE AS OF 2/28/2025

Service Location Type	Budget Reference Description	Budget Reference	Grant	CFDA	Liquidation Date	Federal Award ID# / FAIN #	Federal Award Date
WIA	Reemploy Srv Elig Assess Admin	JFSCWRSA	JFSCUR24	17.225	9/30/2025	24A60UR000062	6/7/2024
WIA	Reemploy Srv Elig Assess Prog	JFSCWRSP	JFSCUR24	17.225	9/30/2025	24A60UR000062	6/7/2024

No R&D
12.90% Indirect cost rate.

III CONTRACT PERIOD

This contract and its terms for July 1, 2025, through June 30, 2026 and can include services rendered prior to July 1, 2025 but not billed/paid until this program year, due to Jefferson County Community Action Council, Inc, operating the RESEA program in the prior program year.

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 law for the proper administration and performance of services to customer.

RESEA

Reemployment Services and Eligibility Assessment (RESEA) is a federal program that provides intensive reemployment assistance to individuals who are receiving unemployment benefits and are determined likely to exhaust their benefits before becoming reemployed. The goal of the program is to provide claimants with a wide array of resources that support reemployment as quickly as possible and connects claimants to reemployment services, including co-enrollment in the Wagner-Peyser Employment Services program, Workforce Innovation and Opportunity Act (WIOA) dislocated worker program or other program services, as appropriate.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein. All staff will be employed by the Contractor, and subject to all of the Contractors’ workplace rules and policies.

Proportional Payment

Proportional payment would occur at the Purchaser’s choice in the event the Contractor fails to perform as stated in the 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 manner in which this contract

can 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 and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WDA16

Workforce Development Area 16, which consists of Belmont, Carroll, Harrison and Jefferson counties. BCDJFS is the Fiscal Agent for WDA16.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities





1. The Contractor shall employ the necessary staff to operate the program. If the Contractor’s staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to RESEA activities.
2. The Contractor’s staff must become familiar with state RESEA plan and policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable.
3. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is 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 as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of 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 as stated herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of 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 as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements









To implement this program, the Contractor will provide RESEA services that are designed to meet the purposes of RESEA: The purposes of the RESEA program are:

-  To improve employment outcomes of Unemployment Insurance (UI) recipients and to reduce the average duration of UI receipt through employment;
-  To strengthen program integrity and reduce improper UI payments through detection and prevention of such payments to ineligible individuals;
-  To promote the alignment with the broader vision of WIOA of increased program integration and service delivery, including UI claimants; and
-  To establish reemployment services and eligibility assessments as an entry point for UI claimants into other workforce system partner programs.

To achieve these purposes, the state has set the following service requirements:

Claimants selected to participate in the RESEA program must complete an initial RESEA and subsequent RESEA. An initial RESEA is defined as the first meeting between staff and a UI claimant who reports to the meeting in response to an official notification of selection and required participation in RESEA services. A subsequent RESEA is defined as a follow-up meeting held after the initial RESEA.

For the initial RESEA, at a minimum, claimant must:

-  View an online introduction video known as Ohio’s Introduction Video;
-  Complete a UI eligibility assessment conducted on a one-on-one basis, that includes a review of work search activities, and referral to the Office of Unemployment Insurance Operations (OUIO) processing center if a potential issue(s) is identified;
-  Be referred to the OUIO processing center if a potential issue(s) is identified at any time during delivery of the program (e.g. during the session, reminder call, or rescheduling);
-  Be provided customized labor market and career information based on an assessment of the claimant’s needs, including information about in-demand occupations;
-  Be enrolled in the *Employment Services* program (formerly known as Wagner-Peyser);
-  Receive information and referral to additional reemployment services and other OhioMeansJobs center services, resources, and training, as appropriate; and
-  Receive an *Individual Opportunity Plan* (IOP) jointly developed by the claimant and staff that identifies the claimant’s reemployment goals and determines the combination of services needed for the claimant to reach reemployment goals. The plan may include work search activities, recommendations on accessing services at the OhioMeansJobs center or through self-service tools, and/or training; and
-  Participate in OhioMeansJobs center orientation following completion the initial RESEA and prior to completion of the subsequent RESEA.

Claimants receive the same or similar services during the initial and subsequent RESEA, except that claimant is not required to view an online introduction video as part of the subsequent RESEA.

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser’s discretion.

F.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 off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. 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 thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of the Reemployment Services and Eligibility Assessment (RESEA) grant (CFDA #17.225). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$85,551.51.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this 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 processes the payment.

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. 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 DUPLICATE BILLING

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

X 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 directly related to the performance of this contract.

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, 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 Contractor will sign a Repayment of Funds Agreement. Furthermore, the Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract 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 canceled and will not be reissued.

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

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

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 laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

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 relating 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 other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as 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 offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor 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 as a result 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 term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.

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 contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board’s policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and 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 Contractor’s employees.

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 the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the even 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 any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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 Contractor 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 with Article X of this agreement.

XXIII 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 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 X 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 right 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, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board 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 the Contractor, its officers, agents, employees and independent contractors.

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

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 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.

XXIX NON-DISCRIMINATION

The Contractor certifies that 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 Title 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 Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of 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 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 advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and 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 contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and 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 CUSTOMERS

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 customers.

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 while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 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 the 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 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 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 COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

The Contractor 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
68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

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

Rich Gualtiere /s/
Rich Gualtiere, CEO
Jefferson County Community Action Council, Inc
114 N 4th Street
Steubenville, OH 43952

Nicole Paulette /s/
WIA-16 Workforce Development Board Chair

Chris Modranski /s/
WIOA-16 Council of Government Chair

Jacob Manning /s/
Approved as to form: Belmont County Prosecutor

8/5/2025
Date

8/13/25
Date

8/13/25
Date

8/13/25
Date

8/6/2025
Date

8/7/2025
Date

8/7/2025
Date

8/5/2025
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND SINCLAIR BROADCAST GROUP

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Sinclair Broadcast Group, in a not to exceed amount of \$20,000.00 for Outreach Services for the Workforce Development Area 16 (WDA16), effective July 1, 2025 to June 30, 2026.
Note: This funding will be used for promoting job fairs and other workforce development events.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract entered into on the **13th** day of **August 2025**, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and Sinclair Broadcast Group (hereinafter referred to as “Contractor”), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), from the Request for Qualifications (RFQ) WDA16 Outreach Service.

I PURPOSE

The purpose of this contract is to provide Outreach Services in WDA16 which will address:

1. Promoting job fairs and other workforce development events; and
2. Communicating with job seekers that WDA16 and OhioMeansJobs services are available for everyone; and
3. Expanding outreach to create awareness of selected services to help businesses meet the workforce needs; and
4. Communicating with parents and students regarding the youth workforce development and employability services available through the new Comprehensive Case Management Employment Program (CCMEP).

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:** Sinclair Broadcast Group
9 Red Donley Plaza
Mingo Junction OH 43938
740-381-0078

III **CONTRACT PERIOD**

This contract and its terms will become effective on July1, 2025. The termination date for this contract is June 30, 2026. This contract is in the final year of the competitive period.

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 law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

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

Proportional payment

Proportional payment would occur at Purchaser’s choice in the event the Contractor fails to perform as stated in the 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 manner in which this contract can 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 and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

Outreach Services

As defined in TEGL 3-15, “Basic Career Services must include availability to all individuals seeking services served in the one-stop delivery system and include: *Outreach*, intake...and orientation to information and other services available through the one-stop delivery system.”

TANF - TANF is the Temporary Assistance to Needy Families Program

WIOA - WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state’s biennium budget, was signed into law. Section 305.190 of the bill established the Comprehensive Case Management Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

V **SCOPE OF WORK**

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

A. **Contractor Responsibilities**

- The Contractor will provide the following deliverables for this project:
 - Technical support to define, design and create messages to unique client groups; and
 - Refine and implement the outreach strategy within the allocated budget, which includes all vendor fees and media/outreach purchases. Work is to be performed according to the WDB16 approved media mix plan, which may be revised by the WDB16 as needed.
 - Purchase, produce and manage media buys; and
 - Develop earned media opportunities strategy for “free” outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
 - Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.
- The Contractor’s staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
- The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or 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.
- The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or 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.
- The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or 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**

- The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
- The Purchaser shall organize timely meetings with the WDB16, the COG and the WDB16 Outreach Committee to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
- The Purchaser will pay all costs related to providing Outreach Services consistent with the provisions stated in Article VIII.

C. **Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

- 1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner.
- 2. Timely cooperation with all accountability requirements set forth in this contract.
- 3. Providing quarterly and semi-annual feedback on the effectiveness of the outreach efforts.
- 4. The Contractor will complete and provide to the Purchaser a “Service Delivery Performance Report.” This report will be due on the tenth (10th) of the following month and will include all required information for the entire previous month from the first (1st) to the last day of the month.

The Contractor’s failure to meet these Contractual Performance Standards will result in the following:
Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or
i. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article V – Scope of Work.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

F. 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, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, outreach impact, feedback data and related reports.

The Purchase will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including, but not limited to, providing access to files, any sub-vendors and other employees. 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 thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and/or repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.258, 17.259 and/or 17.278) or any other allowable area funding. In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$20,000. All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. 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 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, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Outreach Services:

	JOB FAIR						JOB FAIR						
Format	July	August	September	October	November	December	January	February	March	April	May	June	Total
Digital	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$4,200.00
Digital													\$0.00
Digital	\$1,500.00	\$1,500.00								\$1,500.00	\$1,500.00		\$6,000.00
Digital	\$1,000.00	\$750.00								\$1,000.00	\$750.00		\$3,500.00
Television	\$1,000.00	\$500.00								\$1,000.00	\$500.00		\$3,000.00
Digital	\$750.00	\$750.00								\$750.00	\$750.00		\$3,000.00
	\$4,600.00	\$3,850.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$4,600.00	\$3,850.00	\$350.00	\$19,700.00
													\$20,000

This agreed upon projection can be modified by agreement between Sinclair and WIOA16 based on written communication without modification to the contract, but cannot exceed \$20,000.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Contractor agrees to repay 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, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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

XI DISPOSITION OF ASSETS

- Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.
- XII WARRANTY**
Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- XIII INSURANCE**
Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.
The Contractor shall also obtain and maintain, at all times, throughout the term of this agreement and the Contractor’s expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.
- 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, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by 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 other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period Contractor shall retain such records until the audit is concluded and all issues are resolved.
- XVI CONFIDENTIALITY**
Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.
- XVII CONFLICT OF INTEREST AND DISCLOSURE**
Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser as long as this other work does not interfere with Contractor’s performance of services under this contract. 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. Contractor 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, Contractor 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 as a result of the signing or implementation of this contract.
Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.
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 Contractor or in its business.
- XVIII COMPLIANCE**
Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board’s policy in the performance of work under this contract.
Contractor accepts full responsibility for payment of any and 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 Contractor’s employees, if applicable.
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 Contractor and Purchaser. Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.
- XX ASSIGNMENTS**
Contractor shall not assign this contract without express, prior, written approval of Purchaser.
- XXI SUBCONTRACTS**
Contractor shall not subcontract the performance of services agreed to in this contraction or any part thereof without the express, prior, written approval of the Purchaser. 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 any, and all subcontractors or media companies for any services they 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 supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.
By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.
- XXIII 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 Contractor wish to terminate this contract, notice to 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 X 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 provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government 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.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government 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 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.

XXIX NON-DISCRIMINATION

Contractor 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, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor 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 Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through 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 contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, 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 CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. 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 Purchasers’ Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor 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.

XXXIII COPELAND “ANTI-KICKBACK” ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

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 COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133)

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950

8/6/2025
Date

<u>J. P. Dutton /s/</u>	<u>8/13/25</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>8/13/25</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Vince Gianangeli /s/</u>	<u>8/13/25</u>
Vince Gianangeli, Belmont County Commissioner	Date
<u>Jennifer McFadden /s/</u>	<u>8/7/2025</u>
Jennifer McFadden Sinclair Broadcast Group 9 Red Donley Plaza Mingo Junction, OH 43938	Date
<u>Nicole Paulette /s/</u>	<u>8/7/2025</u>
WIA-16 Workforce Development Board Chair Approved as to form:	Date
<u>Jacob Manning /s/</u>	<u>8/6/2025</u>
Belmont County Prosecutor	Date
Upon roll call the vote was as follows:	
Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING COMMISSIONER J. P. DUTTON TO REPRESENT BELMONT COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR OHIO PUBLIC WORKS, ROUND 40 PROJECTS

Resolution authorizing Commissioner J. P. Dutton to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 40 Projects.
Motion made by Commissioner Echemann seconded by Commissioner Gianangeli to adopt the foregoing resolution this 13th day of August, 2025.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, GRANT NUMBER B-24-DC-39-0001

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and authorize Commission President J. P. Dutton to sign the grant agreement with the Ohio Department of Development for the Community Development Block Grant (CDBG) Program, Grant Number B-24-DC-39-0001, in the amount of \$280,000.00 for the period beginning July 1, 2024 and ending October 31, 2026.
Upon roll call the vote was as follows:

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

Jr. and Sr. Fair Board Update

Present: Megan Blanchard, Amber Cawthorne and Sarah Galavich, OSU Extension and Paisely Secrest, Gage Phillips, Raegan Malona and Cameron Cawthorne, Jr. Fair Board members. Ms. Cawthorne said they are extremely grateful for the inmates at Belmont County Correctional Institution for cleaning up the fairgrounds. She said Old McDonald Farm is ready to go and they are getting new rabbit cages. To be on the Jr. Fair Board an individual needs to be in 4-H, Girl Scouts, Boy Scouts or FFA. The Jr. Fair Board currently has 36 members. They put in a lot of work getting ready for the fair and during the fair.

RECESS

**Jeff Felton, Director, Belmont Co. Dept. of Job and Family Services and Cindy Berry, Child Support Administrator
Re: Child Support Awareness Month Resolution**

Present: Jeff Felton, Cindy Berry, Sheriff Zusack, Chief Deputy Moore, Judge Davies, Rhonda Greenwood, Amber Boyd and several JFS staff. Ms. Berry said this is the 50th year for the Child Support Program which was started by President Gerald Ford in 1975. She said they work closely with the Commissioners, Courts, Prosecutor’s office and Sheriff’s Department. Ms. Berry said 1 in 4 children are involved in Ohio’s Support Program and 42% of Ohio’s Children are born to unmarried children. \$5,742,000 has been collected so far in 2025 in Belmont County.

**IN THE MATTER OF ADOPTING THE RESOLUTION
IN RECOGNITION OF CHILD SUPPORT AWARENESS MONTH**
PROCLAMATION
CHILD SUPPORT AWARENESS MONTH

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation in recognition of Child Support Awareness Month.
WHEREAS, children are our most precious resource, and their well-being, development, and success are deeply dependent on the support and involvement of both parents; and
WHEREAS, the child support program serves one in 4 children and is a critical foundation for ensuring that children receive the financial, emotional, and medical support they need to grow and thrive; and
WHEREAS, dedicated child support professionals work tirelessly to establish parentage, enforce support orders, and connect families with resources, helping to create stability and opportunity in the lives of countless children; and
WHEREAS, child support helps lift families out of poverty, promotes parental responsibility, and strengthens families and communities across our County and beyond; and
WHEREAS, the ongoing commitment and collaboration between parents, agencies, and community partners are essential to the continued success of child support services; and
WHEREAS, during Child Support Awareness Month, we recognize and express our deep appreciation for the parents who fulfill their responsibilities, the caregivers who support children’s growth, and the professionals who work each day to ensure that no child is left behind.
NOW, THEREFORE, the Board of Belmont County Commissioners, does hereby proclaim **August, 2025** as **Child Support Awareness Month** in **Belmont County**, and I encourage all citizens to recognize the importance of supporting our children and promoting the health and well-being of families.
Adopted on this 13th day of August 2025

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

Commissioner

Jerry Echemann /s/

Commissioner

Vince Gianangeli /s/

Commissioner

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 12:07 P.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:24 P.M.

Motion made by Mr. Dutton, seconded by Mr. Gianangeli to exit executive session at 1:24 p.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE MOVE OF
RYAN CERVELLI FROM PART-TIME NON-EMERGENCY
MEDICAL DRIVER TO FULL-TIME NON-EMERGENCY
MEDICAL DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the move of Ryan Cervelli from part-time Non-Emergency Medical Driver to full-time Non-Emergency Medical Driver at Senior Services of Belmont County, effective August 11, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MOVE OF
WILLIAM TOOTHMAN FROM FULL-TIME COOK
TO FULL-TIME CASE MANAGER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the move of William Toothman, full-time Cook to full-time Case Manager at Senior Services of Belmont County, effective August 13, 2025.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXTENDING PROBATION FOR
DAVID EDDY, FULL-TIME MASTER MECHANIC II
AT BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to extend the probation period for David Eddy, full-time Master Mechanic II at Belmont County Water and Sewer District, for an additional 90 days or until a Class A CDL is obtained, whichever comes first.

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 1:26 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:26 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of August, 2025.

J. P. Dutton /s/

Vince Gianangeli /s/ COUNTY COMMISSIONERS

Commissioner Jerry Echemann – Absent

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