

St. Clairsville, Ohio

August 5, 2026

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Vince Gianangeli and J. P. Dutton, 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. Echemann, seconded by Mr. Gianangeli 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 \$928,423.68

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

1000 GENERAL FUND

FROM	TO	AMOUNT
1000-110-30-535000 Budget Stabilization	1000-110-41-560000 Transfers Out	\$2,371.27
1000-110-30-525500 Professional Services	1000-110-41-560000 Transfers Out	\$7,916.66

8380 OAKVIEW JUV REHABILITATION

FROM	TO	AMOUNT
8380-380-32-525003 Grant-Holding Account	8380-380-32-520001 Food	\$4,000.00
8380-380-32-525003 Grant-Holding Account	8380-380-32-520002 Fuel and Utilities	\$25,000.00

5437 WATER WORKS FUNDS

FROM	TO	AMOUNT
5437-430-41-560000 Transfers Out	5437-430-35-525001 Contract Services	\$200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS

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

1000 GENERAL FUND AND 2530 COUNTY HEALTH

FROM	TO	AMOUNT
1000-110-41-560000 Transfers Out	2530-530-24-429001 Other Receipts	\$2,371.27
1000-110-41-560000 Transfers Out	2530-530-24-429002 Transfers In	\$7,916.66

2140 PROSECUTOR'S-VICTIM PROGRAM AND 1000 GENERAL FUND

FROM	TO	AMOUNT
2140-140-30-510101 Transfers Out	1000-240-95-460000 Transfers In	\$1,250.00

5437 WATER WORKS FUND AND 3100 MY. VICTORY-BOND RETIREMENT FUND

FROM	TO	AMOUNT
5437-430-41-560000 Transfers Out	3100-430-95-460000 Transfers In	\$1,030.00

5437 WATER WORKS FUND AND 3432 USDA WATER BOND PAYMENT FUND

FROM	TO	AMOUNT
5437-430-41-560000 Transfers Out	3432-430-95-460000 Transfers In	\$150,000.00

5437 WATER WORKS FUND AND 3433 USDA WATER BOND RESERVE FUND

FROM	TO	AMOUNT
5437-430-41-560000 Transfers Out	3433-430-95-460000 Transfers In	\$12,350.00

5437 WATER WORKS FUND AND 4432 WWS CAPITAL IMPROVEMENT FUND

FROM	TO	AMOUNT
5437-430-41-560000 Transfers Out	4432-430-95-460000 Transfers In	\$28,750.00

5437 WATER WORKS FUND AND 4441 WWS REVENUE BOND SHORT LIVED FUND

FROM	TO	AMOUNT
5437-430-41-560000 Transfers Out	4441-430-95-460000 Transfers In	\$58,000.00

5440 SANITARY SEWER DISTRICT FUND AND 3431 SEWER BOND RETIREMENT FUND

FROM	TO	AMOUNT
5440-430-41-560000 Transfers Out	3431-430-95-460000 Transfers In	\$11,000.00

5440 SANITARY SEWER DISTRICT FUND AND 3435 NEFFS BOND RETIREMENT FUND

FROM	TO	AMOUNT
5440-430-41-560000 Transfers Out	3435-430-95-460000 Transfers In	\$2,848.00

5440 SANITARY SEWER DISTRICT FUND AND 5430 USDA-SSD BOND PAYMENT FUND

FROM	TO	AMOUNT
5440-430-41-560000 Transfers Out	5430-430-95-460000 Transfers In	\$29,167.00

8004 GASOLINE TAX AND 2411 MOTOR VEHICLE AND GASOLINE TAX

FROM	TO	AMOUNT
8004-930-41-560000 Transfers Out	2411-410-95-460002 Transfers In	\$1,220,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

FEBRUARY 2, 2026

4104 BUILDING CONSTR. PROJECT FUND

4104-110-40-530000	Construction	\$649,857.81
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FEBRUARY 17, 2026

4830 BLACK HORSE INN

4830-930-40-530000	Construction-Ross County	\$224,964.69
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AUGUST 3, 2026

1000 GENERAL FUND

1000-130-30-510300	Travel	\$348.00
1000-140-30-510101	Salaries	\$1,250.00
1000-170-30-525000	County Buildings	\$3,651.03
1000-310-32-520005	Background	\$1,500.00
1000-310-32-525007	E-SORN	\$335.00
1000-310-32-510222	Medical	\$758.39
1000-310-32-525012	Warrant Fee	\$362.26
1000-310-32-525005	Cruisers	\$3,975.00

2140 PROSECUTOR’S-VICTIM PROGRAM

2140-140-30-510101	Salaries	\$1,250.00
2140-140-30-520100	Supplies	\$410.00

2222 TARGETED COMM ALTERN TO PRISON

2222-320-32-525001	Grant Expenses	\$76,291.50
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2223 PROBATION SERVICES GRNAT-COMM

2223-320-32-510101	Salary Employees	\$37,500.00
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2226 COMM-BASED CORRECTIONS ACT GRANT

2226-320-32-510101	Salaries	\$18,344.25
2226-320-32-510210	Medicare	\$225.00
2226-320-32-510225	Hospitalization	\$6,135.25
2226-320-32-510201	PERS	\$2,175.00
2226-320-32-510220	Workers Compensation	\$277.00

2235 ALTERNATIVE SCHOOL-JUV COURT

2235-230-31-510101	Salaries	\$38,932.00
2235-230-31-510201	PERS	\$7,000.00
2235-230-31-510222	Insurances	\$21,000.00
2235-230-31-510225	Hospitalization	\$2,000.00
2235-230-31-510210	Medicare	\$1,068.00
2235-230-31-525000	Contract Services	\$10,000.00

2238 TITLE IV-E REIMB

2238-230-31-525900	Other Expenses	\$1,767.70
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2280 LAW LIBRARY RESOURCES FUND

2280-280-31-510101	Salaries	\$5,000.00
2280-280-31-510201	PERS	\$500.00
2280-280-31-520100	Supplies	\$13,265.86

2313 COMMISSARY FUND/SHERIFF

2313-000-00-110100	Commissary	\$3,394.45
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2314 CONCEALED HANDGUN LICENSE FUND

2314-000-00-110100	CCW License	\$3,381.00
2314-310-32-520200	CCW Equipment	\$1,159.00

2411 MOTOR VEHICLE AND GASOLINE TAX

2411-410-33-510103	Bridge Salary	\$150,000.00
2411-410-33-510201	Bridge PERS	\$15,000.00
2411-412-33-510102	Road Salary	\$50,000.00
2411-412-33-510201	Road PERS	\$5,000.00
2411-412-33-520100	Road Materials	\$200,000.00
2411-412-33-525000	Road Projects	\$800,000.00

2526 MENTAL HEALTH

2526-520-34-525002	Contract Services	\$500,000.00
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2610 PUBLIC ASSISTANCE

2610-610-35-525002	Purchase of Services	\$1,000,000.00
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7310 SHERIFF’S RESERVE ACCOUNT

7310-310-32-520000	Reserve	\$3,088.00
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8004 GASOLINE TAX

8004-930-41-560000	Transfer Out	\$1,220,000.00
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8380 OAKVIEW JUV REHABILITATION

8380-380-32-520001	Food	\$80.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 29, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RETIREMENT OF PAMELA NOLEN, FULL-TIME EXECUTIVE SECRETARY AT BELMONT COUNTY WATER AND SEWER DISTRICT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the retirement of Pamela Nolen, full-time Executive Secretary at Belmont County Water and Sewer District, effective October 30, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TRANSFER OF JODI VINCENT,
PART-TIME CENTER ASSISTANT TO PART-TIME COOK/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the transfer of Jodi Vincent, part-time Center Assistant to part-time cook at Senior Services of Belmont County, effective August 5, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENTS TO THE
BELMONT COUNTY PORT AUTHORITY BOARD OF DIRECTORS**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the following appointments to the Belmont County Port Authority Board for a four-year term, effective August 5, 2026 through August 4, 2030, pursuant to Ohio Revised Code 4582.03.

Appointments:

Mr. David Shaffer, Bethesda
Mr. Kirke Porterfield, St. Clairsville

Upon roll call the vote was as follows:

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

IN THE MATTER OF TOWN HALL MEETING

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to hold a Town Hall meeting on Thursday, August 13, 2026, at 6:00 p.m. at the Belmont County District Library, 25 South 5th Street, Martins Ferry, Ohio 43935, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING
THE CASH ADVANCE FROM THE GENERAL FUND TO THE
TAX INCREMENT FINANCING (TIF) FUND**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli, to adopt the following:

RESOLUTION

WHEREAS, the Belmont County General Fund will execute a cash advance in fiscal year 2026 in the total amount of \$2,489.34 to the **TAX INCREMENT FINANCING (TIF) FUND**; and

WHEREAS, the funding will be used to pay a portion of the Road BAN renewal. The Tax Increment Financing (TIF) Fund will reimburse the General Fund when the second half TIF settlement is received; and

WHEREAS, the Belmont County Commissioners have determined to designate the aforementioned cash advance to the Tax Increment Financing Fund; and

NOW BE IT RESOLVED; the Board of County Commissioners hereby authorize the cash advance in the total amount of \$2,489.34 from the General Fund to Tax Increment Financing Fund to be used to pay a portion of the Road Ban renewal.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E. NEUMANN COMPANY/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the proposal from H. E. Neumann Company in the amount of \$3,935.39 to reroute water lines and sanitary lines due to unseen wall conditions for the additional water source in the community room at Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E. NEUMANN COMPANY/JUSTICE OFFICE COMPLEX

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept proposal from H. E. Neumann Company in the amount of \$6,554.00 for labor and material to remove and replace one blower assembly, including blower motor and blower wheel for the Trane unit located on the roof at the Belmont County Justice Office Complex.

Note: This unit services the Western Divisional Courtroom.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL AND TERMS AND CONDITIONS AND ENTER INTO THE CUSTOMER
SERVICE AGREEMENT NUMBER A913477201 WITH REPUBLIC SERVICES/ANIMAL SHELTER**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the proposal and terms and conditions and enter into the Customer Service Agreement Number A913477201 with Republic Services, in the estimated monthly amount of \$497.79, for trash service at the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 17 (THROUGH 7/29/2026) FROM GRAE-CON
CONSTRUCTION, INC., FOR THE BELMONT COUNTY HEALTH AND RECORDS BUILDING PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Pay Application Number 17 (through 7/29/2026) from Grae-Con Construction, Inc., in the amount of \$649,857.81, for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
ALLEY 3 IN COPE’S ADDITION
COLERAIN TWP. SEC. 13, T-7, R-3/RD IMP 1198**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the following Public Road Petition for the vacation of Alley 3 in Cope’s Addition located in Colerain Township, Sec. 13, T-7, R-3 and recorded in Cabinet B Slide 297 in the Belmont County Recorder’s office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1198 in accordance with Ohio Revised Code Section 5553.04.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
ALLEY 3 IN COPE’S ADDITION
COLERAIN TWP. SEC. 13, T-7, R-3/RD IMP 1198**

**Office of County Commissioners
Belmont County, Ohio
Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1198**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 5th day of August, 2026 at the office of the Commissioners with the following members present:

Mr. Echemann
Mr. Gianangeli
Mr. Dutton

Mr. Echemann moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate alley 3 in Cope’s Addition Colerain Township, Section 13, T-7, R-3.

RESOLVED, That the 19th day of August, 2026 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 26th day of August, 2026, at 10:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. Gianangeli seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows: _

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

Adopted August 5, 2026

Bonnie Zuzak /s/
Clerk, Belmont County, Ohio

1. "Locating, " "establishing, " "altering, " "straightening, " "vacating, " or "changing the direction of."
2. "Locating,:" "establishing, " "altering, " "straighten, " "vacate, " or "change the direction of"
3. Insert "a part of, " if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1198

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of alley 3 in Cope’s Addition located in Colerain Twp. Sec. 13, T-7, R-3, a public road, the general route and termini of which Road are as follows:

Vacation of Alley 3 beginning at the northeast corner of parcel
61-00353.000 (LOT 21) and ending at the end of the platted alley. With a distance of 300ft. and width of 12ft.

Said Board of County Commissioners has fixed the 19th day of August, 2026, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 26th day of August, 2026, at 10:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

**By Order of the Board of County Commissioners,
Belmont County, Ohio
Bonnie Zuzak /s/
Bonnie Zuzak, Clerk**

ADV. TIMES LEADER (2) Mondays – August 10 & August 17, 2026

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM
SC CONSTRUCTION & MATERIALS, LLC/ENGINEER’S PROJECT 26-2**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve Change Order No. 1 from SC Construction & Materials, LLC, for the Belmont County Engineer’s Project #26-2 2026 Chip Seal for additional quantities and non-preformed quantities, in the amount of \$66,397.32, for a new contract total of \$764,507.61, based upon the recommendation of Belmont County Engineer Terry Lively.

**CHANGE ORDER NO. 1
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #26-2: 2026 CHIP SEAL PROGRAM**

Auditor's Office, Belmont County, Ohio
This contract made and entered into this 5th day of August, 2026 between **SC CONSTRUCTION & MATERIALS, LLC**, 800 Nathan Denton

Road, Seaman, OH 45679, and J.P. Dutton, Jerry Echemann, and Vince Gianangeli, Commissioners of Belmont County, WITNESSETH that said **SC CONSTRUCTION & MATERIALS, LLC** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for applying asphalt emulsion to existing gravel roads and repaired areas and preparing and applying a single chip seal on various County Roads and Township Roads and all related Work described by the Contract Documents.

CHANGE ORDER

* ADDITIONAL QUANTITIES *

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
39,556 SY	422 SINGLE CHIP SEAL, CRS-2P, AS PER PLAN	\$2.07	+ \$81,880.92
	TOTAL ADDITIONS		+ \$81,880.92

* NON-PREFORMED QUANTITIES *

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
7,480 SY	422 SINGLE CHIP SEAL, CRS-2P, AS PER PLAN	\$2.07	- \$15,483.60
	TOTAL DEDUCTIONS		- \$15,483.60

TOTAL AMOUNT OF CHANGE ORDER	+ \$66,397.32
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Reason for Contract – Additional chip seal area on CR86 and CR92.

* SUMMARY *

ORIGINAL CONTRACT		\$698,110.29
CHANGE ORDER NO. 1		+ \$66,397.32
TOTAL WORK INCLUDING CHANGE ORDER NO. 1		\$764,507.61

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
Vince Gianangeli /s/

J. P. Dutton /s/

RECOMMENDED BY:
Terry Lively /s/
TERRY D. LIVELY, P.S., P.E.
BELMONT COUNTY ENGINEER

SC CONSTRUCTION & MATERIALS, LLC

By: Nathanial Shelton /s/
Nathanial Shelton
Print/Type Signature
Owner
Title

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following nineteen providers for a one-year term beginning August 5, 2026. The following Providers may receive a single payment of \$6,800.00 each to enhance the Provider’s ability to furnish emergency medical services to the residents of Belmont County within its general locale.

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twp.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of ’76 Volunteer Fire Department
- Sunset Heights Volunteer Fire Department
- Wolfhurst Central Volunteer Fire Department

Note: The Board of Commissioners may, but is not required to, give financial assistance to emergency medical providers per ORC 307.05.

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 5th day of August, 2026, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and see above list of entities, hereinafter referred to as the Provider, and represents that it is a, municipal corporation, joint emergency medical services district, fire and ambulance district, or a non-profit corporation providing emergency medical services per ORC 4765.01(H) located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may, but is not required to, enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio; and

WHEREAS, Provider, through various funding mechanisms, is providing a level of emergency medical services to the residents of Belmont County within Provider’s general locale; and

WHEREAS, County desires to enter into this contract with Provider to supply additional funds to Provider, to enhance the level of emergency medical services that Provider can furnish to the residents of Belmont County;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

SEE ABOVE LIST OF ENTITIES

By: T.J. Schultz /s/

Upon roll call the vote was as follows:

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

Motion made by Mr. Gianangeli, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the Second Amendment to the CareSource Group Practice Services Agreement, on behalf of Senior Services of Belmont County, effective July 1, 2026.
Note: SSOBC is now required to have contracts with insurance providers for Medicaid and Medicare directly because of the transfer of some consumers from PASSPORT Waiver services to MyCare Waiver. This is a statewide initiative but just started in our region on July 1, 2026.
 Upon roll call the vote was as follows:

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job and Family Services and The Outreach Program, in a not to exceed amount of \$30,000.00, effective August 5, 2026 through September 30, 2026, for the purchase of material and supplies needed for the School Backpack Food Program.
Note: This contract will be funded with TANF funds.

Whereas, this contract, entered into on this **5th** day of **August 2026**, by and between the Belmont County Department of Job and Family Services, hereinafter **“Purchaser”**, and The Outreach Program, hereinafter **“Contractor”**, is for the purchase of the performance of the following service: Purchase of material and supplies needed to supply meal materials to needy Belmont County children attending school in participating Belmont County school districts through the School Backpack Food Program and the rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services, including all state and federal regulations governing the eligibility and funding mechanisms used and the standards and requirements stated in this agreement.

The purpose of this contract is to assist in the funding for the materials and supplies required to operate the School Backpack Food Program for eligible Belmont County children enrolled in participating Belmont County school districts. The School Backpack Food Program provides ingredients and instructions to needy students to provide easy to prepare meals for after school and weekends.

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: The Outreach Program
301 Center Street
PO Box 361
Union IA 50258

This contract and terms and conditions will become effective **August 5, 2026**. The service period of this contract is for the 2025-2026 academic year. All eligible payments under the terms of this contract shall be paid to the Contractor on or before **September 30, 2026, which shall serve as the termination date of this contract.**

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

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

Participants

A participant is a child who meets the eligibility requirements of the Temporary Assistance to Needy Families (TANF) program as defined in the Ohio Revised Code Chapter 2000 (5101:1-1-:01 through 5101:1-24-30). Any child eligible under the Supplemental Nutrition Assistance Program (SNAP) or Medicaid program will be eligible for reimbursement assistance to the Backpack Food Program.

TANF Goal

Per federal and state policies, TANF funding may only be expended on programs that meet one of four federal goals of the TANF program. For purposes of this contract, the TANF funding will be utilized to meet TANF Goal 1: to aid needy families so that the children may be cared for in their own home.

Performance

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

Services

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

Unit

For this contract, a unit is defined as one month of the School Backpack meal services not to exceed four units (months) per child per school year.

V. Scope of Work

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

A. Contractor’s Responsibilities

1. The Contractor shall provide:
 - a. List of participating students and a signed agreed upon statement allowing the Purchaser to determine eligibility for the program.
 - b. Provide timely information, upon Purchaser’s request, on program data and information that may be needed to evaluate and monitor the contract.
2. The Contractor agrees that all records, documents, and client records processed by the Contractor under the terms of this contract are confidential and shall be handled per applicable guidelines.
3. The Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified herein.
4. The Contractor shall meet all service requirements of this contract.
5. The Contractor’s failure to perform 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.
6. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring shall be considered a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind, and modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

B. Purchaser’s Responsibilities

1. The Purchaser shall determine eligibility for the School Backpack Food Program based on required information provided by the Contractor. Eligible children must be Belmont County residents, attend a participating Belmont County school district, meet all TANF eligibility requirements, and be an active recipient of either TANF, SNAP and/or Medicaid benefits in an active case.
2. The Purchaser will provide readily available information that may be required from the Contractor to report program status to the State of Ohio.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards, reporting, and monitoring as stated herein.

C. Performance Standards

To reach the outcome and purpose stated herein, the performance of services under the terms of this contract must mee the following standard:

1. The Contractor shall provide a list of participating students along with a signed parental/caretaker consent form to determine eligibility for the School Backpack Food Program. The Purchaser will verify and determine eligibility as stated in paragraph B (1) of this article based on the information provided by the Contractor.

D. Performance Reporting

1. The Purchaser agrees to compensate the Contractor per the rate established in Article VI.
2. The invoice shall include the agreed upon billable activities as detailed in Article VI and the Contractor’s name and address to remit the payment.
3. Upon mutual agreement between the Purchaser and Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those that may be discussed in this agreement if the correct and required information is provided. The failure of the Contractor to deliver all required performance reports by the deadline stated in this article will be a breach of this contract thus triggering the Purchaser’s right to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser’s discretion.

E. Evaluation and Monitoring

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

VI. Availability of Funds

Payment for the performance of services pursuant to this agreement is contingent upon the continued availability of TANF funds (CFDA #93.558). In no event, shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$30,000.00**. The maximum reimbursement per eligible child is for the purchase of 1000 units at a per unit rate of \$30.00. Children’s eligibility for assistance under the School Backpack Food Program shall not exceed four months. All financial obligations of the Purchaser, under this contract, are subject to federal and State of Ohio funding levels consistent with the fiscal year and are contingent upon available funding. Lack of available funding to fund the purchase of services pursuant to this contract shall deem the contract terminated effective immediately upon notification of the unavailability of the necessary TANF funding.

VII.Allowable Costs

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

VIII. Billing, Payment and Costs

Invoice(s) shall be submitted no later than **August 31, 2026**. The Contractor shall provide all necessary child participant rosters along with the parental/caretaker consent forms to the Purchaser no later than **August 1, 2026**, to allow for verification of eligibility for TANF payment to the Backpack School Food Program. The failure to submit this timely information may be considered a breach of contract. The Purchaser will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices shall be processed for payment within thirty (30) days of receipt. Contractor’s receipt of payment is contingent upon processing by the Belmont County Auditor’s Office and shall be issued through the United States Postal Service. Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX. Purchasing or Leasing of Fixed Assets (Equipment)

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

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

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

X. Duplicate Billing

The Contractor warrants that claim made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Contractor to other sources of funding, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit multiple sources of funding, public or private, to meet the School Backpack Food Program objectives if each service is not paid for more than once.

XI. Audit Responsibility and Repayment

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

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

If repayment within one (1) month cannot be made, the Contractors will sign a “Repayment of Funds” agreement. Furthermore, the Purchaser may withhold payment and take any other legal action deemed necessary for recovering any funds erroneously paid under the terms of this agreement if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and not reissued. Terms of the “Repayment of Funds” agreement may be negotiated between both parties at the sole discretion of the Purchaser.

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

XII. Warranty

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

XIII. Insurance

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

XIV. Notice

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

XV. Availability and Retention of Records

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

XVI. Confidentiality

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

XVII. Conflict of Interest and Disclosure

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating other under agreements with parties other than the Purchaser, if this other work does not interfere with the Contractor’s performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser’s officers, the Belmont County Board of Commissioners, or any other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor confirms that it has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

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

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

XVIII.Compliance

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

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

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX.Relationship

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

XX.Assignments

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

XXI.Subcontracts

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

XXII.Integration, Modification and Amendment

This instrument is the entire contract between the parties, and no covenants, terms, conditions, or obligations exist other than those contained herein. This contract super cedes all previous communications, representation, or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be made in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII.Termination

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

XXIV.Breach of Contract

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

XXV.Waiver

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

XXVI.Indemnification

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

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

XXVII.Governing Law and Forum

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

XXVIII.Severability

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

XXIX.Non-Discrimination

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and State of Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended, and Ohio Civil Rights Laws.

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

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

XXX.Child Support Enforcement

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

XXXI.Public Assistance Work Program Clients

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

XXXII.Drug Free Workplace

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

XXXIII.Copeland “Anti-Kickback” Act

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

XXXIV.Davis-Bacon Act

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

XXXV.Contract Work Hours and Safety Act

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

XXXVI.Public Records

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

XXXVII.Clean Air Act

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

XXXVIII.Energy Efficiency

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

XXXIX.Procurement

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

Signatures:

Jeffery L. Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
Matt Hamilton /s/
Matt Hamilton, Chief Development Officer
The Outreach Program
Jerry Echemann /s/
Jerry Echemann, President
Belmont County Board of County Commissioners
Vince Gianangeli /s/
Vince Gianangeli, Vice-President
Belmont County Board of County Commissioners
J. P. Dutton /s/
J. P. Dutton, Commissioner
Belmont County Board of County Commissioners

8/4/2026
Date
8/4/2026
Date
8/5/2026
Date
8/5/2026
Date
8/5/2026
Date

Approved as to form:

T.J. Schultz /s/
TJ Schultz, Assistant Prosecutor
Belmont County Prosecutor’s Office
Upon roll call the vote was as follows:

8/5/2026
Date

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES AND THE UNITED WAY OF THE UPPER OHIO VALLEY

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and The United Way of the Upper Ohio Valley in the maximum amount of \$150,000.00, effective August 5, 2026 through December 31, 2026 to facilitate the operation of the 2026 School Clothes for Kids Program.

Note: This contract will be funded with \$100,000 TANF funds and \$50,000 from Belmont County CAC.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
TANF School Clothing Program**

Whereas, this contract, entered into on this **5th** day of **August 2026**, by and between the Belmont County Department of Job and Family Services, hereinafter “**Purchaser**”, and The United Way of the Upper Ohio Valley, hereinafter “**Contractor**”, is for the purchase of the performance of the following service: Facilitation of the Back to School clothing program for needy Belmont County children attending school in participating Belmont County school districts through the School Clothes for Kids Program (SC4K) and the rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services, including all state and federal regulations governing the eligibility and funding mechanisms used and the standards and requirements stated in this agreement.

I. Purpose

The purpose of this contract is to facilitate the operation of the 2026 School Clothes for Kids Program (SC4K) for needy Belmont County children enrolled in grades kindergarten through 12th grade and attending school in a traditional school setting. Children attending school through a home-school setting or online school platform are not eligible to receive assistance through the SC4K program. Pre-kindergarten or pre-school aged children are not eligible to receive assistance under 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: The United Way of the Upper Ohio Valley
1425 Chapline Street
Wheeling WV 26003
(304)232-4625

III. Contract Period

This contract and terms and conditions will become effective **August 5, 2026**. All eligible payments under the terms of this contract shall be paid to the Contractor on or before **December 31, 2026, which shall serve as the termination date of this contract.**

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 deemed necessary, reasonable, allocable, and allowable under applicable federal, state, and local laws and regulations for the proper administration and performance of services.

Participants

A participant is a child who meets the eligibility requirements of the Temporary Assistance to Needy Families (TANF) program as defined in the Ohio Revised Code Chapter 2000 (5101:1-1-01 through 5101:1-24-30). Any child eligible under the Supplemental Nutrition Assistance Program (SNAP) or Medicaid program will be eligible for participation in the School Clothes for Kids Program. Eligible children are those enrolled in a traditional school setting (public or private school and attending in-person instruction) in grades kindergarten through 12th grade. Children must meet the TANF age requirement to qualify for assistance.

TANF Goal

Per federal and state policies, TANF funding may only be expended on programs that meet one of four federal goals of the TANF program. For purposes of this contract, the TANF funding will be utilized to meet TANF Goal 1: to aid needy families so that the children may be cared for in their own home.

Performance

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

Services

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

Unit

For this contract, a unit is defined as one gift issued to an eligible participant in the School Clothes for Kids Program.

V. Scope of Work

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

A. Contractor's Responsibilities

7. The Contractor shall provide:
 - a. List of participating students and a signed agreed upon statement allowing the Purchaser to determine eligibility for the program.
 - b. Provide timely information, upon Purchaser's request, on program data and information that may be needed to evaluate and monitor the contract.
8. The Contractor agrees that all records, documents, and client records processed by the Contractor under the terms of this contract are confidential and shall be handled per applicable guidelines.
9. The Contractor agrees that they will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified herein.
10. The Contractor shall meet all service requirements of this contract.
11. The Contractor's failure to perform 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.
12. The Contractor shall comply with all performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring shall be considered a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind, and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.
13. The Contractor agrees to post the information on their agency website along with the applicable eligibility standards and application. The Contractor agrees to forward daily, at a minimum, the applications received until the deadline date.
14. The Contractor and Purchaser agree to a two-week application period that shall commence on or after August 6, 2026, and last two consecutive weeks. The application deadline shall be posted on both parties' websites.

B. Purchaser's Responsibilities

4. The Purchaser shall determine eligibility for the School Clothes for Kids Program based on required information provided by the Contractor. Eligible children must be Belmont County residents, be enrolled in kindergarten through 12th grade and attend a traditional school setting as described in Article IV under the definition of participants, meet all TANF eligibility requirements, and be an active recipient of either TANF, SNAP and/or Medicaid benefits in an active case.
5. The Purchaser will provide readily available information that may be required from the Contractor to report program status to the State of Ohio.
6. The Purchaser will maintain a list of eligible students and provide list to the Contractor to accurately track the maximum number of participants. A "waiting list" shall be maintained by the Purchaser to assist families should additional funding become available.
7. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards, reporting, and monitoring as stated herein.
8. The Purchaser will assist the Contractor in the organization of the distribution of gift cards with the Ohio Valley Mall staff.

C. Performance Standards

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

2. The Contractor shall provide a copy of all applications along with a signed parental/caretaker consent form to determine eligibility for the School Clothing for Kids Program. The Purchaser will verify and determine eligibility as stated in paragraph B (1) of this article based on the information provided by the Contractor.

D. Performance Reporting

4. The Purchaser agrees to compensate the Contractor per the rate established in Article VI.
5. The invoice shall include the agreed upon billable activities as detailed in Article VI and the Contractor's name and address to remit the payment.
6. Upon mutual agreement between the Purchaser and Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those that may be discussed in this agreement if the correct and required information is provided. The failure of the Contractor to deliver all required performance reports by the deadline stated in this article will be a breach of this contract thus triggering the Purchaser's right to termination, cancellation, remuneration, repayment, rescission, and modification at the Purchaser's discretion.

E. Evaluation and Monitoring

The Purchaser will periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspections, program observation, and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor advance notice prior to any evaluation and monitoring activity. The Contractor's compliance with evaluation and monitoring requirements is part of its

required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights to termination, cancellation, rescission, modification, remuneration and repayment.

VI. Availability of Funds

Payment for the performance of services pursuant to this agreement is contingent upon the continued availability of TANF funds (CFDA #93.558). In no event, shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$150,000.00**. The maximum reimbursement per eligible child is for the purchase of 750 Ohio Valley Mall Gift Cards at a per unit rate of \$200.00.

Children’s eligibility for assistance under the School Clothing for Kids Program shall not exceed four months.

All financial obligations of the Purchaser, under this contract, are subject to federal and State of Ohio funding levels consistent with the fiscal year and are contingent upon available funding. Lack of available funding to fund the purchase of services pursuant to this contract shall deem the contract terminated effective immediately upon notification of the unavailability of the necessary TANF funding.

Upon conclusion of the SC4K Program, the Contractor agrees to cooperate with the establishment gift card reconciliation process initiated by the Ohio Valley Mall and to return any refunded balance of unspent gift card allowances to the Purchaser within thirty (30) days of the notification that the Ohio Valley Mall has completed its reconciliation. The Purchaser agrees to facilitate in the reconciliation process with the Contractor and Ohio Valley Mall.

VII. Allowable Costs

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

VIII. Billing, Payment and Costs

Invoice(s) shall be submitted no later than **August 31, 2026**. The Contractor shall provide all necessary child participant rosters along with the parental/caretaker consent forms to the Purchaser no later than **August 20, 2026**, to allow for verification of eligibility for TANF payment for the School Clothes for Kids Program. The failure to submit this timely information may be considered a breach of contract. The Purchaser will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices shall be processed for payment within thirty (30) days of receipt. Contractor’s receipt of payment is contingent upon processing by the Belmont County Auditor’s Office and shall be issued through the United States Postal Service. Reasons for denial of payment include but are not limited to failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX. . Purchasing or Leasing of Fixed Assets (Equipment)

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

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

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

X. Duplicate Billing

The Contractor warrants that claim made to the Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by the Contractor to other sources of funding, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit multiple sources of funding, public or private, to meet the School Clothes for Kids Program’s objectives if each service is not paid for more than once.

XI. Audit Responsibility and Repayment

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

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

If repayment within one (1) month cannot be made, the Contractors will sign a “Repayment of Funds” agreement. Furthermore, the Purchaser may withhold payment and take any other legal action deemed necessary for recovering any funds erroneously paid under the terms of this agreement if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and not reissued. Terms of the “Repayment of Funds” agreement may be negotiated between both parties at the sole discretion of the Purchaser.

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

XII. Warranty

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

XIII. Insurance

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

XIV. Notice

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

XV. Availability and Retention of Records

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

XVI. Confidentiality

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its clients regarding the confidentiality of the Purchaser’s clients. The Contractor understands that any access to the identities of such clients shall only be provided as is necessary for the purpose of performing its responsibilities under the terms of this contract. The Contractor

understands that the use or disclosure of information concerning the Purchaser's clients for any purpose not directly related to the performance of this contract is strictly prohibited and may constitute a breach of contract.

XVII. Conflict of Interest and Disclosure

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating other under agreements with parties other than the Purchaser, if this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in, and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's officers, the Belmont County Board of Commissioners, or any other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor confirms that it has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors because of the signing or implementation of this contract.

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

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

XVIII. Compliance

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

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

The Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX. Relationship

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

XX. Assignments

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

XXI. Subcontracts

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

XXII. Integration, Modification and Amendment

This instrument is the entire contract between the parties, and no covenants, terms, conditions, or obligations exist other than those contained herein. This contract super cedes all pervious communications, representation, or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be made in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII. Termination

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

XXIV. Breach of Contract

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

XXV. Waiver

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

XXVI. Indemnification

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

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

XXVII. Governing Law and Forum

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

XXVIII. Severability

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

XXIX. Non-Discrimination

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and State of Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended, and Ohio Civil Rights Laws.

During the performance of this contract, the Contractor shall not discriminate against any employee, contract worker, or applicant for employment based on race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam era veteran status, age, political belief, or place of birth. The Contractor shall take affirmative action to ensure that during employment all employee and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam era veteran status, age, political belief, or place of birth. Such action shall include but not be limited to

employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and State of Ohio non-discrimination laws.

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

XXX. Child Support Enforcement

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

XXXI. Public Assistance Work Program Clients

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

XXXII. Drug Free Workplace

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

XXXIII. Copeland “Anti-Kickback” Act

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

XXXIV. Davis-Bacon Act

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

XXXV. Contract Work Hours and Safety Act

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

XXXVI. Public Records

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

XXXVII. Clean Air Act

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

XXXVIII. Energy Efficiency

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

XXXIX. Procurement

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

Signatures:

Jeffery L. Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services

7/31/2026
Date

Staci Stephen /s/
Staci Stephen, Executive Director
The Outreach Program

7/31/2026
Date

Jerry Echemann /s/
Jerry Echemann, President
Belmont County Board of County Commissioners

8/5/2026
Date

Vince Gianangeli /s/
Vince Gianangeli, Vice-President
Belmont County Board of County Commissioners

8/5/2026
Date

J. P. Dutton /s/
J. P. Dutton, Commissioner
Belmont County Board of County Commissioners

8/5/2026
Date

Approved as to form:

T.J. Schultz /s/
TJ Schultz, Assistant Prosecutor
Belmont County Prosecutor’s Office

8/5/2026
Date

Upon roll call the vote was as follows:

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

Staci Stephen, United Way of the Upper Ohio Valley Executive Director, said, “As soon as we heard that there was not going to be funding for the clothing program this year, we thought about what we could do to help. So, when Belmont County Jobs and Family Services reached out to us, we were more than happy to help.” Alaire Gompers, CAC of Belmont County Executive Director, said they have partnered with the county for the last eight years. Jeff Felton, Belmont County Department of Job & Family Services Director, said the United Way will take the applications and send them to BCDJFS to verify eligibility. There is a possibility CAC will donate an additional \$20,000. 850 children will then receive a \$200 Ohio Valley Mall gift card. Mr. Dutton said changes at the federal level have changed how programs are administered. He said the county serves as an extension of the state. Jack Regis, Jr., BCDJFS Fiscal Administrator, said if there are any TANF funds not being used by other counties he can request those funds to come to Belmont County.

Belmont County WIC Department-Lori DeCoy RN, BSN, CLC, Director

Re: Breastfeeding Awareness Month Proclamation

Ms. DeCoy said breastfeeding is very important and it is the most natural way to feed a baby. The first two weeks are very important when it comes to breastfeeding. Ms. DeCoy mentioned Ohio has its own breastfeeding hotline that is available 24/7 for anyone needing assistance.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS MONTH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the proclamation in recognition of Breastfeeding Awareness Month.

**PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS MONTH 2026**

WHEREAS, the American Academy of Pediatrics recommends exclusive breastfeeding for the first six months of life, followed by introduction of complementary foods and continued breastfeeding for two years or beyond, which provides the best possible start to life in all areas of development; and
WHEREAS, human milk provides unique nutritional and non-nutritional benefits for an infant’s growth and development; reduces the risk of infectious and chronic disease; and protects mothers’ and infants’ health; and
WHEREAS, infant nutrition is considered a public health issue, and hospitals, community agencies, coalitions, and others can work together to provide consistent and accurate information to encourage successful breastfeeding; and
WHEREAS, the Ohio Department of Health and Ohio Hospital Association have partnered to lead the Ohio First Steps for Healthy Babies program, which recognizes maternity hospitals who are taking steps to promote, protect, and support breastfeeding across Ohio; and
WHEREAS, breastfeeding can be an important element of strategies developed to address infant and maternal mortality, specifically with increasing rates of breastfeeding initiation and supporting continuation of breastfeeding among Black families to help reduce disparities in breastfeeding; and
WHEREAS, breastfeeding provides a safe, reliable, and renewable food source, especially critical during natural disaster and emergency situations; and
WHEREAS, employers that provide workplace lactation support experience an impressive return on investment, including contributing to lower health care costs, absenteeism, and turnover rates, and improved morale, job satisfaction, and productivity; and
WHEREAS, August is recognized as Breastfeeding Awareness Month to show appreciation for breastfeeding mothers and all the dedicated volunteers, professionals, communities, and organizations supporting their efforts.
NOW, THEREFORE, WE, The Board of Belmont County Commissioners, do hereby proclaim the month of August, 2026 as **BREASTFEEDING AWARENESS MONTH** throughout the County of Belmont, and urge all citizens to join in supporting breastfeeding as a high priority for healthier babies in Belmont County.
Adopted this 5th day of August, 2026.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

RECESS

Engineer’s Project 26-6 BEL-CR4-0.16/0.19/0.26/0.34 (Hawthorne Hill Road) Slide Repair Project

Present: Belmont County Engineer Terry Lively.
Mr. Lively said this is an OPWC project. There were several slips in the area and the first site is done. Mr. Lively said this is a design build project which gives the contractor flexibility on different ways to complete the project.

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 26-6 BEL-CR4-0.16/0.19/0.26/0.34 Slide Repair Project

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineer’s Project 26-6 BEL-CR4-0.16/0.19/0.26/0.34 Slide Repair Project. They proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Beaver Excavating 2000 Beaver Place Ave. SW Canton, OH 44706	X	\$786,000.00
OH-WV Excavating Co. PO Box 128 Powhatan Point, OH 43942 Engineer’s Estimate: \$870,000.00.	X	\$730,000.00

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to turn over all bids received for the Engineer’s Project #26-6 BEL-CR4-0.16/0.19/0.26/0.34 Slide Repair Project to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:17 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Jeff Felton, Belmont County Department of Job and Family Services Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:43 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 11:43 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there is no action to be considered as a result of executive session at this time.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:02 P.M.

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

Upon roll call the vote was as follows:

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

Judge Eric Costine and Robin Androsko, Western Divisional Court Deputy Clerk, were present from 12:04 p.m. to 12:28 p.m. Water and Sewer District Director Kelly Porter was present from 12:34 p.m. to 12:46 p.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:24 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 2:24 p.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING JENA JOHNSON,
FULL-TIME DEPUTY CLERK AT BELMONT COUNTY NORTHERN
DIVISIONAL COURTS, FROM PAY GRADE 4 STEP 1 TO PAY GRADE 4 STEP 2**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve moving Jena Johnson, full-time Deputy Clerk at Belmont County Northern Divisional Courts, from Pay Grade 4 Step 1 to Pay Grade 4 Step 2, effective June 29, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TERMINATION
OF DANIEL FARMER, FULL-TIME CREW LEADER AT
BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the termination of Daniel Farmer, full-time Crew Leader at the Belmont County Water and Sewer District, effective August 7, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:25 P.M.
Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 2:25 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of August, 2026.

Jerry Echemann /s/

Vince Gianangeli /s/ COUNTY COMMISSIONERS

J. P. Dutton /s/

We, Jerry Echemann 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.

Jerry Echemann /s/ PRESIDENT

August 5, 2026

Bonnie Zuzak /s/ CLERK