

January 4, 2017

St. Clairsville, Ohio

January 4, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Josh Meyer and Mark A. Thomas, Commissioners and Jayne Long, 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 ADOPTING RESOLUTION
ELECTING COMMISSIONER THOMAS AS PRESIDENT
PRO-TEM FOR THE BOARD OF COMMISSIONERS

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

RESOLUTION

Whereas, the Board of County Commissioners shall elect a President Pro-Tem until the organizational meeting to be held the second Monday of January; and

Whereas, Commissioner Meyer made the nomination to elect Commissioner Thomas as President Pro-Tem to the Board of Belmont County Commissioners until the organizational meeting to be held the second Monday of January and Commissioner Dutton seconded the motion.

NOW, THEREFORE, BE IT RESOLVED, that Commissioner Thomas is hereby elected to serve as President Pro-Tem for the Board of Belmont County Commissioners until the organizational meeting to be held the second Monday of January.

Upon roll call the vote was as follows:

| | |
|------------|------------|
| Mr. Dutton | <u>Yes</u> |
| Mr. Meyer | <u>Yes</u> |
| Mr. Thomas | <u>Yes</u> |

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

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

IN THE TOTAL AMOUNT OF \$108,020.99

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF DECEMBER 2016 & JANUARY
2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer

of funds for the Delta Dental Chargebacks for the months of December 2016 & January, 2017.

| FROM | TO | AMOUNT |
|--|---------------------|---------------|
| E-0256-A014-A12.006 GENERAL | R-9891-Y091-Y07.500 | 18,729.16 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y07.500 | 486.92 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y07.500 | 459.44 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse | R-9891-Y091-Y07.500 | 0.00 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y07.500 | 308.64 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y07.500 | 102.88 |
| E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS | R-9891-Y091-Y07.500 | 205.76 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y07.500 | 79.04 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y07.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y07.500 | 0.00 |
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP. | R-9891-Y091-Y07.500 | 31.87 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y07.500 | 0.00 |
| E-2215-F077-F01.002 REPROD HEALTH & WELL | R-9891-Y091-Y07.500 | 149.80 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y07.500 | 97.74 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y07.500 | 51.44 |
| E-2232-F084-F02.008 Nursing Fund | R-9891-Y091-Y07.500 | 162.64 |
| E-2233-F085-F01.002 Child & Family Health Services | R-9891-Y091-Y07.500 | 57.36 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y07.500 | 404.02 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y07.500 | 205.76 |
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y07.500 | 0.00 |
| E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP | R-9891-Y091-Y07.500 | 0.00 |

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| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y07.500 | 1,798.47 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y07.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y07.500 | 389.15 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y07.500 | 0.00 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y07.500 | 102.88 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y07.500 | 102.88 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED | R-9891-Y091-Y07.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y07.500 | 102.88 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y07.500 | 51.44 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y07.500 | 51.44 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y07.500 | 234.83 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y07.500 | 0.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y07.500 | 243.46 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y07.500 | 37.70 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y07.500 | 308.64 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y07.500 | 1,169.38 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y07.500 | 205.76 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y07.500 | 51.44 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y07.500 | 281.16 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y07.500 | 140.58 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y07.500 | 102.88 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y07.500 | 409.08 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y07.500 | 1,473.14 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y07.500 | 216.78 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y07.500 | 329.08 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y07.500 | 35.82 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y07.500 | 22.14 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y07.500 | 449.22 |
| E-5005-S070-S06.006 SENIOR SERV. PROGRAM | R-9891-Y091-Y07.500 | 3,413.55 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y07.500 | 370.30 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y07.500 | 1,385.36 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y07.500 | 0.00 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y07.500 | 37.70 |
| E-1518-S075-S03.002 MHAS SUBSIDY GRANT | R-9891-Y091-Y07.500 | <u>102.88</u> |
| TOTAL | | 35,152.49 |

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF DECEMBER 2016 & JANUARY 2017**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Vision Insurance Chargebacks for the months of December 2016 & January 2017.

| FROM | TO | AMOUNT |
|--------------------------------------|---------------------|---------------|
| E-0256-A014-A11.006 GENERAL | R-9891-Y091-Y06.500 | 5,186.70 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y06.500 | 135.00 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y06.500 | 131.40 |

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| E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP | R-9891-Y091-Y06.500 | 0.00 |
| E-1815-L005-L15.006 WATERSHED COORD. | R-9891-Y091-Y06.500 | 12.06 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y06.500 | 27.72 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abu | R-9891-Y091-Y06.500 | 0.00 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y06.500 | 83.16 |
| E-0400-M078-M02.008 RANDOM MOMENTS | R-9891-Y091-Y06.500 | 55.44 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y06.500 | 502.65 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y06.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y06.500 | 111.51 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y06.500 | 0.00 |
| E-5005-S070-S06.006 SEN. SERV PROGRAM | R-9891-Y091-Y06.500 | 901.62 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y06.500 | 27.72 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y06.500 | 27.72 |
| E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED | R-9891-Y091-Y06.500 | 0.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y06.500 | 27.72 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y06.500 | 13.86 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y06.500 | 13.86 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y06.500 | 63.90 |
| E-1573-S074-S05.006 MEDIATION GRANT | R-9891-Y091-Y06.500 | 0.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y06.500 | 67.50 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y06.500 | 0.00 |
| E-2230-F082-F01.002 PREP | R-9891-Y091-Y06.500 | 21.64 |
| E-2215-F077-F01.002 REPROD. HEALTH & WELL | R-9891-Y091-Y06.500 | 40.44 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y06.500 | 0.00 |
| E-2228-F080-F01.002 HEALTH HOMES | R-9891-Y091-Y06.500 | 0.00 |
| E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP | R-9891-Y091-Y06.500 | 10.18 |
| E-2232-F084-F02.008 NURSING FUND | R-9891-Y091-Y06.500 | 0.00 |
| E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV. | R-9891-Y091-Y06.500 | 15.74 |
| E-2227-F074-F06.000 Home Sewage Treatment Sys | R-9891-Y091-Y06.500 | 26.34 |
| E-2213-F075-F02.003 Vital Statistics | R-9891-Y091-Y06.500 | 13.88 |
| E-2218-G000-G06.003 Food Service | R-9891-Y091-Y06.500 | 55.44 |
| E-2211-F069-F04.000 Trailer Park | R-9891-Y091-Y06.500 | 0.00 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y06.500 | 161.04 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y06.500 | 83.16 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y06.500 | 316.98 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y06.500 | 55.44 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y06.500 | 13.86 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y06.500 | 79.56 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y06.500 | 561.69 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y06.500 | 178.38 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y06.500 | 113.38 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y06.500 | 406.30 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y06.500 | 61.00 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y06.500 | 93.92 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y06.500 | 10.38 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y06.500 | 3.88 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y06.500 | 122.94 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y06.500 | 105.48 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y06.500 | 380.88 |

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| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y06.500 | 0.00 |
| E-1518-S075-S03.002 MHAS SUBSIDY GRANT | R-9891-Y091-Y06.500 | 27.72 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y06.500 | <u>12.06</u> |
| TOTAL | | 10,361.25 |

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

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

Motion made by Mr. Thomas, seconded by Mr. Meyer granting permission for county employees to travel as follows: **SENIORS**-Daisy Braun to Elm Grove, WV, on January 19, 2017, for social interaction at Silver Chopsticks. Mary Beth Tennant to Moundsville, WV, on January 20, 2017, for social interaction at Bob's Lunch. County vehicles will be used for travel.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

Reminder-The Board will hold its Annual Reorganization Meeting at 9:00 a.m. on Monday, January 9, 2017. The Board's Regular Meeting will be held at 9:00 a.m. on Wednesday, January 11.

**IN THE MATTER OF APPROVING PAYMENT OF
ANNUAL DUES FOR COUNTY ENGINEERS ASSOCIATION OF OHIO**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of the annual dues for the County Engineers Association of Ohio in the amount of \$4,084.00, a per capita assessment of five cents, in accordance with Ohio Revised Code 325.21.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

**IN THE MATTER OF APPROVING VARIOUS TRAVEL
REQUESTS SUBMITTED BY COUNTY ENGINEER FOR THE YEAR 2017**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the various travel requests submitted by Terry Lively, County Engineer, granting permission for the engineer and department employees to travel throughout Ohio for the purpose of attending various meetings and trainings and to obtain parts and supplies as needed during the year 2017.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF AUTHORIZING
FORCE ACCOUNTS**

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, it be determined by the Belmont County Board of Commissioners that the health, welfare and safety of the people of Belmont County can best and most efficiently be served by force account in matters pertaining to maintenance, repair, construction and reconstruction of Belmont County roads, bridges and culverts; and

WHEREAS, for all proposed force account work involving the construction or reconstruction of a road, including widening and resurfacing, or for the construction, reconstruction, improvement, maintenance or repair of a bridge or culvert, the Engineer shall prepare an estimate to assure that the cost of force account projects will not exceed said limits in accordance with Ohio Revised Code Section 5543.19; and

WHEREAS, if it is determined by the Engineer's estimate that the proposed force account work does not exceed the force account limits as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED:

That Terry D. Lively, Engineer of Belmont County, is hereby authorized to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the Belmont County Engineer, during the year of 2017.

Mr. Dutton seconded the Resolution and, the roll being called upon its adoption, the vote resulted as follows:

| | |
|------------|------------|
| Mr. Thomas | <u>Yes</u> |
| Mr. Dutton | <u>Yes</u> |
| Mr. Meyer | <u>Yes</u> |

**IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT
BETWEEN BCDJFS AND REBECCA SAFKO, CONSULTANT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2017 through December 31, 2017 in an amount not to exceed \$36,000.00.

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

Whereas, this contract, entered into on this 4th day of January, 2017, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA/WIOA Area 16 fiscal services that meet the

requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278) and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
412-489-5464 or 740-632-4671 cell

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2017. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2017. The contract may be extended for an additional 12-month period based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

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

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

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

Council of Governments

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

Workforce Development Board

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

Performance

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

Proportional payment

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

Services

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

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2017 through December 31, 2017. At a minimum, this contract requires the Contractor to perform the following services:
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; liaison with the Auditor of State regarding the Area 16 audit; and maintain Area 16 fiscal documentation.
2. Contractor shall meet all service requirements of this contract.
Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month. Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278) and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$36,000.00 (12-month contract)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th. day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$36,000.00.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after acceptance of closeout report. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board's policy in the performance of work under this contract.

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

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

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

In the event Purchaser approves of a subcontract of all or part of the performance required herein, 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. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX PROCUREMENT

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

**Rebecca Safko, Proposed Services Budget
January 1, 2017 through December 31, 2017**

| | | Hours to Perform | Frequency | Annual Hours Budgeted |
|--|------------------------------------|------------------|-----------|-----------------------|
| Weekly | Draw Process | 1 | 52 | 52 |
| | Emails and Technical Asst. | 2 | 52 | 104 |
| Monthly | Process Financials | 4 | 12 | 48 |
| | Review & Oversight | 2 | 12 | 24 |
| | Maintain & Update Budgets | 0.5 | 12 | 6 |
| | Belmont financials | 1.5 | 12 | 18 |
| Quarterly | | | | |
| | One-Stop | 4 | 4 | 16 |
| | COG/WIB | 15 | 4 | 60 |
| | WIB State Fiscal meeting(Columbus) | 5 | 4 | 20 |
| | Reconcile w/State financials | 3 | 4 | 12 |
| Annually | | | | |
| | Audit Belmont WIA | 5 | 1 | 5 |
| | Audit Area 16 and certifications | 20 | 1 | 20 |
| | Monitoring: | | | |
| | Belmont Fiscal & Program | 25 | 1 | 25 |
| | Belmont Youth Contract | 8 | 1 | 8 |
| | Carroll Fiscal & Program | 20 | 1 | 20 |
| | Harrison Fiscal & Program | 20 | 1 | 20 |
| | Jefferson CDFJS-Fiscal & Adm | 8 | 1 | 8 |
| | Jefferson CAC-Fiscal & Program | 25 | 1 | 25 |
| | Research | 15 | 1 | 15 |
| | Write up & record keeping | 15.75 | 1 | 15.75 |
| WIOA System development/State required Training/Technical Assistance | | | | 150 |
| WIOA meetings & accounting and/or monitoring training | | | | 64 |
| Total Hours | | | | 735.75 |

January 4, 2017

Hourly Rate 41.5

| | |
|---|-----------|
| 12 month contract, compensation for Activities detailed above | 30,533.63 |
| Software/supplies/phone/internet/computer usage | 800.00 |
| Travel | 4,166.37 |
| Training | 500.00 |

Total Budget \$36,000.00

XL SIGNATURES

| | |
|---|-------------|
| <i>Vince Gianangeli /s/</i> | 12-30-16 |
| Belmont County Department of Job and Family Services | Date |
| <i>Mark Thomas /s/</i> | 1-4-17 |
| Belmont County Commissioner | Date |
| <i>J. P. Dutton /s/</i> | 1/4/17 |
| Belmont County Commissioner | Date |
| <i>Josh Meyer /s/</i> | 1/4/17 |
| Belmont County Commissioner | Date |
| <i>Safko, Rebecca /s/</i> | 1/3/17 |
| Rebecca Safko, Consultant | Date |
| <i>David K. Liberati /s/ Assistant</i> | 12-30-16 |
| Approved as to form: Belmont County Prosecutor | Date |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

IN THE MATTER OF APPROVING AND SIGNING THE CREDIT AND SERVICE FORM FROM MANCAN, INC. FOR TEMPORARY KENNEL STAFF/ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Pro-Tem Mark A. Thomas, on behalf of the Board, to sign the Credit and Service Form from Mancan, Inc., for placement of temporary kennel staff at the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |
| Mr. Thomas | Yes |

OPEN PUBLIC FORUM-Mike McCormick, Board of Director member for the Underground Railroad Museum, spoke about applying for a grant for improvements at the Benjamin Lundy House located in St. Clairsville. A park and garden is planned for the rear of the building. A letter of support has been received from the City of St. Clairsville. He requested a letter of support from the Board of Commissioners also. Mr. Thomas advised that the Board has also signed a letter of support and are happy to endorse the project.

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:48 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Attorney Brian Butcher, Clemans-Nelson & Associates, (via phone) pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee and ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session.

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF APPROVING THE HIRING OF NICOLE CROSS AS KENNEL STAFF EMPLOYEE/ANIMAL SHELTER

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hiring of Nicole Cross for the position of full-time Kennel Staff at the Belmont County Animal Shelter at the rate of \$8.45 per hour, effective January 9, 2017.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

BREAK

January 4, 2017

Commissioner Thomas noted the meeting will reconvene on Friday, January 6 at 8:30 a.m. regarding the 2017 budget.

Reconvened Friday, January 6, 2017 at 8:30 a.m. Present: Commissioners Dutton, Meyer and Thomas, Fiscal Manager Barb Blake and Jayne Long, Clerk.

2017 Appropriations discussion-

Ms., Blake explained the county budget process and reviewed the appropriation line items and the general fund budget report. \$22,360,207.75 has been certified by Auditor Andy Sutak for 2017. Discussed vehicle needs for departments including 911, Auditors, Port Authority, Dog Shelter and Coroner. Board will continue to review and discuss.

January 4, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:18 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 11:18 a.m.
Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

Read, approved and signed this 11th day of January, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas and Jayne Long, 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.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK