

May 3, 2017

St. Clairsville, Ohio

May 3, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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 APPROVING RECAPITULATION**  
**OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Dutton 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 \$652,240.38**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingencies	E-0256-A014-A01.000 CORSA Costs	\$50,000.00

**K00 MVGT-BRIDGES & CULVERTS FUND/ENGINEERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K40.074 Transfers Out	\$65,045.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**K00 MVGT FUND TO O39 BOND RETIREMENT FUND/ENGINEERS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$65,040.00

**P05 WWS #3 REVENUE FUND AND THE O09 BOND RET-WATERLINE EXTENSION PROGRAM/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$16,578.30

**P53 SSD #2 REVENUE FUND AND THE O10 BOND RET-FORCE MAIN EXT PROJECT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$36,405.80

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to request the Belmont Co. Budget Commission certify the following monies.

**O09 FUND-FOR INTEREST PAYMENT DUE 6/01/17-\$56,301.98** transferred from P05 Fund on 2/16/17.

**O10 FUND-FOR INTEREST PAYMENT DUE 6/01/17-\$40,703.77** transferred from P53 Fund on 2/16/17.

**O10 FUND-FOR INTEREST PAYMENT DUE 6/01/17-\$36,405.80** transferred from P53 Fund on 5/03/17.

**O51 FUND-FOR INTEREST PAYMENT DUE 6/1/17-\$25,009.15** transferred from P05 Fund on 2/16/17.

**O52 FUND-FOR INTEREST PAYMENT DUE 6/1/17-\$5,604.62** transferred from P05 Fund on 2/16/17.

**REIMBURSEMENT FROM SHERIFF/APRIL, 2017 SCANNER PAYMENT-\$4,501.39** deposited into R0050-A000-A45.500 on 4/24/17.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated May 3, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:

**AUDITORS**-Doug DeVault to Reynoldsburg, OH, on May 8 & 9, 2017, for Weights and Measures testing. A county vehicle will be used for travel. Estimated expenses: \$100.00. Larry Craig, Liza Butler and Samantha Hearn to Worthington, OH, on May 10, 2017, to attend the Continuing Education Day/CAUV Workshop. A county vehicle will be used for travel. Estimated expenses: \$200.00.

**COURT OF COMMON PLEAS**-Judge Mark Costine to Warren, OH, on June 5-8, 2017, to attend the Annual Conference for Ohio Family Courts, Probate, Juvenile and Domestic Relations. Juvenile Court clerks to Columbus, OH, on June 21-23, 2017, to attend the Annual Conference for Juvenile Clerks.

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**SENIORS**-Daisy Braun to Triadelphia, WV, on May 18, 2017, for a senior outing to Olive Garden at the Highlands for exercise, nutrition & social interaction. Tish Kinney to Sugar Creek, OH, on May 18, 2017, for a diverse, cultural outing. Linda Wells to Kidron, OH, on May 22, 2017, for a senior outing to Lehman's Hardware store for exercise and social interaction. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 26, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF PLAT OF CUL-DE-SAC FOR TR 95 (LYNN RD.) (PRIVATE) UNION TWP. SEC 16, T-8, R-5**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date May 3, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of cul-de-sac for TR 95 (Lynn Rd.) (Private) Union Township, Section 16, T-8, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
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To: Suz Pubal, F.O., Union Township Trustees, 67050 Visnic Road, Belmont, OH 43718

You are hereby notified that the 17th day of May 2017, at 10:00 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

• Mail by certified return receipt requested  
cc: Union Township Trustees  
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH STRIKE FORCE EAST, LLC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into **Roadway Use and Maintenance Agreement** with Strike Force East, LLC, effective May 3, 2017, for "Pipeline or Drilling Activity" at 1.22 miles of CR 56 (Cats Run Road) for the Switz 6 Suction Pipeline.

*Note: Blanket Bond #B009860 for \$2 million on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Strike Force East, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within York Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [Switz 6 Suction pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Switz 6 Suction pipeline] (hereafter collectively referred to as "oil and gas development site") located in York Township in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 1.22 miles of CR 56 (Cats Run Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Switz 6 Suction pipeline] for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Pipeline or Drilling Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Pipeline or Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline or Drilling Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 56 (Cats Run Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe County Line and ending at the Tuna II Pipeline Crossing (39.86220, 80.86578). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Cats Run Road) for any of its Pipeline or Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or

upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline or Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$488,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (B009860) in the amount of \$2,000,000 (Two Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on May 3, 2017.

Executed in duplicate on the dates set forth below.

**Authority**  
By: Mark A. Thomas /s/  
Commissioner

By: J. P. Dutton /s/  
Commissioner

By: Josh Meyer /s/  
Commissioner

By: Terry Lively /s/  
County Engineer

Dated: 5-3-17

Approved as to Form:  
David K. Liberati /s/ assist P.A  
County Prosecutor

**Operator**  
By: Joshua Snedden /s/

Printed name: Joshua Snedden

Company Name: Strike Force East, LLC

Title: Midstream Permitting Specialist

Dated: 2/14/17

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF AWARDING THE BID FOR PROJECT 17-2 BEL-92-2.65 BRIDGE REHABILITATION PROJECT TO U.S. BRIDGE/ENGINEERS DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to award the bid for the Belmont County Engineer's Project 17-2 BEL-92-2.65 BRIDGE REHABILITATION PROJECT to U. S. Bridge, in the amount of \$192,075.00, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF RESOLUTION AUTHORIZING PARTICIPATION IN ODOT'S WINTER CONTRACT/ENGINEER'S ROAD SALT**

May 3, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation's winter contract (018-18) for road salt, effective October 1, 2017 through April 30, 2018.

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT WINTER CONTRACT (018-18) FOR ROAD SALT**

**WHEREAS**, the BELMONT COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-18) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 2000 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2017 through April 30, 2018; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2017. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

Mark A. Thomas /s/ (Authorized Signature) 5-3-17 Approval Date

J. P. Dutton /s/ (Authorized Signature) 5-3-17 Approval Date

Josh Meyer /s/ (Authorized Signature) 5-3-17 Approval Date

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

\_\_\_\_\_ (Authorized Signature) \_\_\_\_\_ Approval Date

**PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS  
SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A  
WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE  
CONTRACT BETWEEN BCDJFS AND BELMONT COUNTY  
CAC FOR PROVIDING AN OHIO YOUTH WORKS PROGRAM  
TO SERVE YOUTHS AGES 14-15 FROM A TANF ELIGIBLE FAMILY**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the contract between the Belmont County Department of Job & Family Services and Belmont County Community Action Commission, effective May 3, 2017 through September 30, 2017, in an amount not to exceed \$102,379.00 for the purpose of providing an Ohio Youth Works Program to serve youth ages 14-15 from a Belmont County Temporary Assistance To Needy Families (TANF) eligible family.

*Note: This new program replaces the former Summer Youth Employment Program.*

**CONTRACT  
BETWEEN  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
BELMONT COUNTY COMMUNITY ACTION COMMISSION**

This sub-recipient agreement is made and entered into this day of **May 3, 2017** by and between the Belmont County Department of Job and Family Services, **BCDJFS**, and the Belmont County Community Action Commission, doing business at 153 ½ West Main Street, St. Clairsville, Ohio 43950, a provider of service (hereinafter referred to as "**Provider**").

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

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

- A. PURPOSE:** This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-15 as long as the youth is a minor child in a needy family at or below 200% of federal poverty and in-school; youth ages 14 - 15 in a foster care setting if they are a full-time student in a secondary school; and youth who are non-custodial parents as long as they are considered needy and have a minor child.
- B. PURCHASE OF SERVICES:** Subject to the terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as set forth herein), the BCDJFS agrees to purchase from and the Provider agrees to furnish those specific services detailed in this agreement.
- C. CONTRACT PERIOD:** This contract will be effective from May 3, 2017 through September 30, 2017 inclusive, unless otherwise terminated. Costs can be charged effective May 3, 2017. Normal PRC allocation liquidation rules apply with a closeout date of December 31, 2017.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in this contract.

- D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from May 3, 2017 through September 30, 2017 and shall not exceed \$72,379.00 of allowable costs for Ohio Youth Works Employment Program as listed in Family Assistance Letter #159 - "Allowable Program Costs" and \$30,000.00 of the TANF Administration Allocation to be used solely for the purpose of administering the TANF Summer Youth Employment Program. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$102,379.00. Any cost overruns shall be the sole responsibility of the Provider. The Provider of services must provide a budget as part of this agreement.

**E. SERVICE DESCRIPTION:**

**Employment:**

The Provider of services will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching, mentoring, worksite development, placement of youth at worksites, issuing wages to the youth, provisions of soft skills training as determined, youth registration on the OhioMeansJobs website, performance reporting, evaluation, and other allowable program activities.

The youth will be provided Summer Work Experience up to forty (40) hours per week for a period of weeks beginning sometime after May 3, 2017 and ending on or before September 30, 2017. The number of weeks worked and hours worked per week by youth will be based on the total number of youth participating in the program; worksite needs; and allocation. The youth will be paid the State of Ohio minimum wage of \$8.15 per hour. Fringes will consist of FICA and Worker's Compensation.

**Compliance Requirement:**

The Provider of services must comply with all TANF program compliance requirements.

**Performance Objectives:**

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

Monitoring will be conducted by the Belmont County Department of Job and Family Services to evaluate the Provider of services in meeting the performance objectives.

**Reporting:**

The past reporting tool will not be used. Reporting and data entry will be through the Ohio Workforce Case Management System (OWCMS). The "Provider" may be required to provide or assist with this reporting requirement.

All documentation must be kept in case files at BCDJFS.

**Soft Skills Training:**

A soft skills training component may be provided to the youth based on time constraints and design. Training includes but is not limited to resume writing, interviewing skills and job etiquette. Soft skills training can be offered by the Ohio Means Jobs Center, local workforce investment areas, vendors or employers. Under this agreement, the delivery of soft skills training to youth will be coordinated between the Provider of services and the Ohio Means Jobs Belmont County.

**OhioMeansJobs.com:**

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

**Evaluation:**

The Provider of services is responsible for completing an evaluation of the youth.

**Certificates of Completion:**

Each youth who completes the summer youth program must be issued a Certificate of Completion containing at a minimum the following: name of program (Ohio Youth Works), name of the youth, dates of participation, name of the employer and funding for this program was provided by the Ohio Department of Job and Family Services. Youth who leave the program before completion will not be eligible for the certificate. This is the primary responsibility of the Provider of services.

**Allowable Program Costs:**

Allowable costs under this program include:

- Payments to employers for wages (at no higher than \$10.00 per hour) and fringe benefits;
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the subsidized employment participants including work related items such as uniforms, tools, licenses or certifications, case management activities related to the program, job coaches and mentors;
- Worker's compensation expenses;
- FICA;
- Direct supervision and training costs; and
- Transportation costs to and from the worksite.

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

**Administrative Costs:**

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

The following activities and/or expenses are considered TANF administration and cannot be charged to this allocation:

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

Costs considered to be TANF administration will be charged to county TANF administration allocations pursuant to rule 5101:9-6-08.8 of the Ohio Administrative Code, not to exceed \$30,000.00

**Unemployment Compensation:**

For unemployment compensation costs, the ODJFS Office of Unemployment Compensation has stated under Section 4141-5-05 of the Ohio Administrative Code that non-profit organizations, the state or its instrumentalities serving as the "employer of record" are excluded for unemployment purposes. These entities should not include the youth or the youth's wages on their quarterly unemployment compensation reports.

- F. PAYMENT FOR PURCHASED SERVICES:** Upon completion of services each month, the Provider shall submit an invoice and supporting income statement (expense report) to the Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum stated in Section D above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of an accurate invoice.
- Invoices will be submitted each month to BCDJFS within thirty (30) days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. Final invoice for compensation of work performed under this contract must be received and paid by BCDJFS no later than December 31, 2017 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the contract.
- Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by the Belmont County Department of Job and Family services or its representatives.
- G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For the purpose of this contract, a fixed assets is any item having a useful life exceeding one (1) year regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job and Family Services and shall be used in the program or project for which acquired. No purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both state and federal guidelines. At such time as the program ends, funding expires or the Provider no longer needs the fixed asset, the Belmont County Department of Job and Family Services shall provide guidance regarding its disposition. All fixed assets purchased are to be reported to the Belmont County Department of Job and Family Services within thirty (30) days and registered on BCDJFS inventory.
- Inventory:** Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty (30) days of purchase. These assets will be issued BCDJFS' inventory tags. It will be the Provider's responsibility to affix and maintain these tags.
- Usage:** Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions and agreements of which apply to the property or any part thereof.
- H. PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use including media releases, information pamphlets, etc. shall mention that funder is provided under "The State of Ohio's Sumer Youth Program" administered by the Belmont County Department of Job and Family Services.
- The deliverables provided by the Provider under this contract and any item produced under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables and the Provider will not obtain copyright, patent or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. The Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.
- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of both parties and the State of Ohio.
1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
  2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than the auditors and monitors, identified in Section F above, has access to these records.
  3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal laws or with written permission from the Belmont County Department of Job and Family Services.
  4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six (6) years and will follow all State of Ohio and federal record retention policies.
  5. The Provider shall notify all employees of the Provider that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.
- J. INDEPENDENT CONTRACTORS:** Provider, agents and employees of the Provider will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the Belmont County Department of Job and Family Services.
- K. DUPLICATE BILLING:** The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by the Provider to other sources of funds for the same services.
- L. FINANCIAL RECORDS AND RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state or Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. The Provider agrees to comply with all applicable OMB Circulars including A-133 audit requirements which can be found on the internet at [www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html).
- M. AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six (6) years from the date of the contract completion unless otherwise directed by the Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six (6) year period the Provider shall retain the records until the completion of the action and all issues which arise from it or until the end of the six (6) year period, whichever is later.
- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by the Belmont County Department of Job and Family Services authorized monitoring which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
  2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, and deceptive claims or falsified claims or incorrectly determined eligibilities. As used in this section, "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. CIVIL RIGHTS:** The Belmont County Department of Job and Family Services and the Provider agrees that as a condition of this contract, each participant will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 USC 1681 *et seq.*); Section 504 of the Rehabilitation Act of 1972 (29 USC 794); the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person

shall on the grounds of race, color, national origin, sex, religious cred, age, political beliefs, disability or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of or otherwise be subject to discrimination under any program or activity for which the Contractor or Provider receives federal financial assistance from FNS and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.

- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, the Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners against any all liability, loss, damage and/or related expenses incurred through the provision of services under this contract. The Provider agrees to maintain a self-insurance program or contract for insurance as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** The Belmont County Department of Job and Family Services and the Provider will monitor the manner in which the terms of the contract are being carried out and evaluation the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by the Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations or the projected outcomes are not achieved under this agreement, either party may initiate tier intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.  
This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners or upon discovery of non-compliance with any county, state or federal laws, rules or regulations.  
The Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from and such other matters as BCDJFS may require.  
In the event of suspension or termination under this Article, the Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of suspension or termination, which will be calculated by BCDJFS based on the rate set for in this contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any previous funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this contract.
- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant hereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of terms of this agreement.
- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any party of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rate of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

- Z. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA. ASSIGNMENT:** The Provider shall not and hereby agrees to be prohibited from assigning this contract in whole or in any part to any other party without the BCDJFS prior written consent.
- BB. HEADINGS:** The headings of the paragraphs of this contract are for convenience only and shall not affect the meaning or construction of the contents of this contract.
- CC. SPECIAL CERTIFICATION MADE BY THE PROVIDER:** By executing this contract, the Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this contract.
1. The Provider along with its officers, members and employees have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. The Provider agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job and Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.
  2. The Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The Provider also agrees that it will not solicit a BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code. The Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, the Provider has file the statement with the BCDJFS in addition to any other required filing.

3. No federal funds paid to the Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and federal regulations issued pursuant thereto and contained in 45 CFR Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this contract exceeds \$100,000.00, the Provider has executed the Disclosure of Lobbying Activities Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this contract was entered into.
4. Neither the Provider nor any principals of the Provider is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other federal department or agency as set forth in 45 CFR Part 76. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this contract will be terminated pursuant to the terms and conditions of this contract and shall be considered in default under this Section and BCDJFS may advise the appropriate federal agency of the knowingly false certification.
5. The Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
6. The Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies the Provider as having more than one unfair labor practice contempt of court finding.
7. The Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency (“CSEA”) in ensuring the employees of the Provider meet child support obligations established under state or federal law. Further, by executing this contract, the Provider certifies present and future compliance with any court of valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
8. The Provider agrees not to discriminate against any individuals who have or are participating in any work program administered by a county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.
9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two (2) previous calendar years, one (1) or more contributions in excess of \$1,000.00 to the Governor or to his or her campaign committees. If it is ever determined that the Provider’s certification of this requirement is false or misleading and not withstanding any criminal or civil liabilities imposed by law, the Provider shall return to BCDJFS all monies paid to the Provider under this contract. The provisions of this section shall survive the expiration or termination of this contract.
10. The Provider, its officers, members or employees, any subcontractor and/or independent contractors (including all field staff) associated with the contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all of the Provider’s officers, members, employees and subcontractors, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
11. The Provider agrees, as a condition of this contract, to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

**DD. COPELAND “ANTI-KICKBACK” ACT:** The Provider will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**EE. DAVIS-BACON ACT:** The Provider will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**FF. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Provider 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.

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

**HH. CLEAN AIR ACT:** The Provider 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).

**II. ENERGY EFFICIENCY:** The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L-94-63, 89 Stat. 871).

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

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

**LL. PROCUREMENT:** The Provider will follow all required procurement policies and laws as applicable and advised by the Purchaser.

**MM. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this contract, the provisions of this contract shall be determinative of the obligation of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.

**NN. ENTIRE AGREEMENT AND MODIFICATIONS:** This contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by both parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

**CONTRACT APPROVED BY:**

Belmont County Department of  
Job and Family Services:  
Vince Gianangeli /s/  
**Vince Gianangeli, Director**  
4-26-17  
**Date**

Belmont County Community Action  
Commission:  
Gary Obloy /s/  
**Gary Obloy, Director**  
4/26/17  
**Date**

**BELMONT COUNTY BOARD OF COMMISSIONERS:**  
Mark A. Thomas /s/  
**Mark A. Thomas, President**  
J. P. Dutton /s/  
**J. P. Dutton, Vice-President**  
Josh Meyer /s/  
**Josh Meyer, Commissioner**

05-3-17  
**Date**  
05-3-17  
**Date**  
05-3-17  
**Date**

**APPROVED AS TO FORM:**



May 3, 2017

David K. Liberati /s/ assist P.A.

4-27-17

**Office of the Belmont County  
Prosecuting Attorney**

**Date**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING QUOTE FROM  
LEBANON FORD, INC./SHERIFF**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote from Lebanon Ford, Inc., in the amount of \$53,546.00 for the purchase of two (2) 2017 Ford Explorer AWD Police Interceptors, per State Purchasing Contract Number RS900917, for the Belmont County Sheriff's Department, based upon the recommendation of Sheriff David Lucas. *(Note: These units will be replacements in their fleet.)*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING ESTIMATE FROM  
PROGRESSIVE COMMUNICATIONS/CORONER**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Estimate Number 209 from Progressive Communications in the amount of \$2,532.00 for uplifting of the 2017 GMC Sierra 1500 pick-up truck purchased for the Belmont County Coroner on 02/15/17.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING QUOTE FROM  
LOGOTEK SIGNS/CORONER**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the quote dated May 1, 2017, from LogoTek Signs in the amount of \$510.00 for lettering and striping of the 2017 GMC Sierra 1500 pick-up truck purchased for the Belmont County Coroner on 02/15/17.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FOR  
MICHAEL MURRAY, SSD FULL-TIME WATER OPERATOR I**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the notice of retirement from Michael Murray, Belmont County Sanitary Sewer Department Full-Time Water Operator I, effective May 12, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF  
MISTY SMITH, SSOBC FULL-TIME UNIT SUPPORT WORKER II**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of Misty Smith, Senior Services of Belmont County Full-Time Unit Support Worker II, effective May 12, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**OPEN PUBLIC FORUM**-Richard Hord inquired about the status of a county building department. Mr. Thomas said they have been discussing it off and on and trying to get the message out to qualified building inspectors before moving forward. The issue will be revisited.

**RECESS**

**9:40 Agenda Item: Belmont County Regional Airport Authority Board of Trustees**

**Re: Airport update**

Commissioner Thomas noted the Board of Commissioners created the Regional Airport Authority per Ohio Law in 2007; they looked at future funding sources and took advantage of the law to create it.

Present: Jeff Britton, Curt Hallstrom and C.J. Bradfield, Regional Airport Authority Board of Trustees.

Mr. Hallstrom gave an update on the Airport Authority. He said since the creation of the Airport Authority a manager was hired and the office was renovated. A new electronic fuel system that allows for 24/7 fuel sales was also put in and hangar renovations have been done. Some FAA projects have been completed including a new equipment building and equipment. Mr. Hallstrom said new projects are putting in a waterline for a fire hydrant and a new hangar. They hope to open a flight school soon. Mr. Bradfield gave a brief history of his family's involvement, particularly his father, in the airport. He said the airport was functional, available and needed for economic development.

**10:00 Agenda Item: Belmont County Tourism**

**Re: Quarterly Tourism Report and Resolution Honoring Doc Householder**

Present: Doc Householder, Barb Ballint, Tourism Interim Director and Valerie Householder

**IN THE MATTER OF ADOPTING RESOLUTION HONORING  
DOC HOUSEHOLDER, BELMONT COUNTY TOURISM EXECUTIVE DIRECTOR**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the resolution honoring Doc Householder, Belmont County Tourism Executive Director, on his retirement.

***RESOLUTION  
HONORING DOC HOUSEHOLDER  
ON HIS RETIREMENT***

Whereas, Doc Householder has been an integral part of the Belmont County Tourism Council since its inception in 1983; and  
Whereas, Doc Householder was the first president of the Board of Directors, becoming Executive Director on June 1, 1989; and  
Whereas, Doc Householder has been extremely dedicated to promoting Belmont County and played a considerable role in creating the Belmont County Sheriff's Residence Museum; and

May 3, 2017

Whereas, Doc Householder has played a prominent role in turning the Barnesville Pumpkin Festival into one of Belmont County's biggest annual attractions; and

WHEREAS, Doc Householder's immeasurable love and dedication to Belmont County's tourism successes are well-documented, much-appreciated and will have long-lasting, positive effects; and

Whereas, Doc Householder is one of Belmont County's biggest ambassadors and his love of the entire county is second to none; and

Whereas, Doc Householder is truly an outstanding individual whose committed service to Belmont County Tourism will be greatly missed.

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners, extend their deepest appreciation to Doc Householder for an amazing career at the Belmont County Tourism Council and wish him a long and healthy retirement.

Adopted this 3<sup>rd</sup> day of May 2017.

**BELMONT COUNTY COMMISSIONERS**

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF QUARTERLY TOURISM REPORT  
FOR JANUARY, FEBRUARY, MARCH, 2017**

Ms. Ballint gave the report for January, February and March, 2017. Thirty-four nonprofit organizations received GAP grant monies from Belmont County Tourism. One of the goals for 2017 is to improve communication with the attractions, events and lodging facilities in the county.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:35 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:57 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:57 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF APPROVING THE HIRING  
OF SUMMER EMPLOYEES**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of summer employees at the rate of \$8.15 per hour (minimum wage).

<u>Sanitary Sewer District</u>	<u>Start Date</u>
Joshua Rutliff	May 8, 2017
Kyle Kyer	May 15, 2017

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

May 3, 2017

May 3, 2017

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:57 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 10:57 a.m.  
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Read, approved and signed this 10th day of May, 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