

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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, 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 \$922,722.45

Upon roll call the vote was as follows:

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

G50 LODGING EXCISE TAX

FROM	TO	AMOUNT
E-1910-G50-G01.000 Convention & Visitors Bureau	E-1910-G050-G12.000 Village of Barnesville	\$50.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR JANUARY, 2018

Motion made by Mr. Dutton, seconded by Mr. Thomas to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of January, 2018.

Gross Wages P/E 01/06/18 THRU 01/20/18

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,168.91
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	436.71
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	896.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,925.24
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,870.40
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	219.30
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,672.68
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,168.24
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	892.54
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,371.27
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,019.16
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	602.54
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,319.32
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,171.24
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,201.54
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,763.47
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,771.53
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,731.59
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,728.27
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	18,115.46
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,923.28
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	956.74
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,190.66
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,660.30
BD OF ELECT/EMPL	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,451.64
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	398.19
			103,658.22

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,750.58
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,471.15
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	541.03
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	426.83
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	487.48
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	387.24
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	418.98
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	453.53
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	196.77
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	932.85
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	48,600.46
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,673.92
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,242.94
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,067.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,933.74
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,768.57
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,131.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	336.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,075.36
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	594.02
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	994.62
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	827.36
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	13,423.32
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,085.63
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,346.17
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,405.75
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,483.95
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,941.32
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	29,785.64
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	16,376.77
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	570.76
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.78
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,327.69
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	

February 7, 2018

JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	103.82
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,266.04
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	552.10
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			295,288.95

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-JANUARY & FEBRUARY, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Hospitalization Chargebacks for January & February, 2018.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,441.54
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	23,932.64
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	35,310.12
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,476.57
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,690.02
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,345.01
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,035.03
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	5,751.52
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	1,345.01
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,380.04
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	894.94
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,070.06
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	114,560.70
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	158,695.96
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	15,530.60
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,690.02
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	2,365.51
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	51,204.32
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,491.10
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,380.04
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	84,274.49
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	13,821.58
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,345.01
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,345.01
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,690.02
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	30,471.95
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,020.50
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	31,632.11
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	15,908.66
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	12,511.08
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	525.96
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00

E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,365.52
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,183.20
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	679.04
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	575.16
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,111.04
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	691.08
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	960.08
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	3,200.27
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,020.50
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	5,380.04

TOTALS **693,303.05**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated ___ February 7, 2018, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:
COURT OF COMMON PLEAS-Noah Atkinson, Dave Carter and Aaron Walker to Zanesville, OH, on February 8 and 13, 2018, to attend training.

DJFS-David Badia, Don Giffin and Cindy Berry to Fairfield County to attend the Attorney Network Training. Estimated expense: \$161.63.
 John Regis to Lewis Center, OH, on March 18-20, 2018, to attend the OJFSDA Fiscal Training. Estimated expenses: \$987.34.

HR DEPT.-Katie Bayness to Columbus, OH, on February 28, 2018, to attend the CCAO Workers' Comp Group Retrospective Rating Plan meeting. A county vehicle will be used for travel.

SENIORS-Ron Strader to Woodsfield, OH, on February 20, 2018, for a senior outing to Westwood Place. Senior Centers of Belmont County to Wheeling, WV, on March 16, 2018, for a senior outing to Wheeling Downs. Senior Centers of Belmont County to Wheeling, WV, on April 6, 2018, for a senior outing to Wheeling Downs. County vehicles will be used for travel.

SSD-Jeff Azallion to Zanesville, OH, on February 5, 2018, to take a hydraulic cylinder in for emergency repairs. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 31, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM SUPER LAUNDRY/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote dated January 26, 2018, from Super Laundry in the amount of \$7,273.65 for one (1) Unimac 20lb. capacity washer and one (1) Unimac 25 lb. capacity dryer for the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH ADVANCED HOME HEALTH FOR HOMEMAKER/PERSONAL CARE SERVICES/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into contract with Advanced Home Health at the hourly rate of \$17.50, on behalf of Senior Services of Belmont County, for Homemaker/Personal Care Services effective March 1, 2018 through February 28, 2019 (with option to renew), based upon the recommendation of Gary Armitage, Executive Director.

**BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services**

March 1, 2018 – February 28, 2019 (with Option to renew)

This contract (“Contract”) is entered into as of the 1st day of **March, 2018**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** (“Purchaser” or “SSBOC”) and **Advanced Home Health, Inc.** (“Contractor”), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC’s homemaker and personal care services program (“Clients”) during the period beginning March 1, 2018 through February 28, 2019, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: Advanced Home Health, Inc.
attn: Sheila Smith, President/Administrator

280 East Main Street

St. Clairsville, Ohio 43950

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2018, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2019, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2019. The renewal or extension may not extend beyond February 29, 2020.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this Contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications for personnel that would be required of agency providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by SSBOC, the following services in a manner that complies with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor’s personnel shall not climb ladders, stools, or the like to perform duties under this Contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client (“consumer”) (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living (“ADL’S) and instrumental activities of daily living (“IADL’S). Examples of components of personal care service are:

- a. Tasks that are components of a homemaker service; if the tasks are specified in the Client’s consumer’s care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client’s family (the tasks include routine meal-related tasks, routine household tasks, and routine transportation tasks);
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL’s and IADL’s; and
- d. Respite services.

The provider shall only perform a homemaker or personal care service in the Client’s home, with the exception of routine transportation tasks. With Purchaser’s permission, Contractor may also provide homemaker and personal care coordination services under this Agreement in a manner that complies with Area Agency on Aging Region 9 Inc.’s Care Coordination Program, provisions of this Agreement, and applicable state or federal laws, regulations, and grant provisions governing such services.

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract. Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.

3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.

4. The Contractor will submit reports monthly (or as otherwise directed by SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.

6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.

7. Contractor may not contract with the Clients for other services without SSBOC' permission.

B. Purchaser Responsibilities

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this Contract.

2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.

3. Purchaser agrees to communicate any issues or concerns related to this Contract to Contractor in a timely manner so they can be properly addressed.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this Contract as a result of:

the use of the Belmont County levy funds; and/or

the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this Contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

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 all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

Contractor shall provide invoicing under the terms and conditions outlined by the Commissioners or SSBOC, including but not limited to the purchase of a monthly subscription to ServeTracker via Accessible Solutions, and provide data entry via said system. If Purchaser requires invoicing under a different system, Purchaser will so notify Contractor.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay seventeen dollars and fifty cents (\$17.50) per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or 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. If 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.

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this Contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

Notice as required under this Contract 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.

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

15. 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.

To ensure that all health information provided to the Contractor is used or disclosed only in accordance with the privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act (HIPAA), or in accordance with other applicable Federal/State Regulations/Law, the Contractor enters into a Business Associate Agreement (See Appendix 1, Business Associate Agreement) with Purchaser.

16. 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 and does not violate 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 Contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, the Board of County Commissioners (whether d/b/a SSBoc or otherwise), or other county employees involved in the negotiation of this Contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this Contract.

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

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

17. 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 Purchaser'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.

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. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this Contract.

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractor's compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. 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 or Belmont County.

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this Contract, or any part thereof, without the express, prior, written approval of Purchaser. 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.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous contract would be governed by that contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2018 are governed by this Contract.

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.

22. TERMINATION

This Contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this Contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this Contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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 this Contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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 when possible.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

During performance of this Contract, Contractor will not unlawfully discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, military status, veteran status, genetic information, 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, 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.

Contractor, a subcontractor, or any person acting on behalf of Contractor shall not unlawfully discriminate against or intimidate or retaliate against any employee hired for the performance of this contract for any of the reasons listed paragraph 1 of this Section 28.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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 Belmont County's Ohio Works First customers.

31. 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.

32. COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with applicable provisions of 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 3.

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with applicable provisions of 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.

35. 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. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBoc's efforts to qualify the County's homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSBoc

<u>J. P. Dutton /s/</u>	<u>2/7/18</u>
J.P. Dutton, President, Belmont County Commissioners	Date
<u>Josh Meyer /s/</u>	<u>2/7/18</u>
Josh Meyer, Vice President Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>2/7/18</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Gary B. Armitage /s/</u>	<u>2/5/18</u>
Gary B. Armitage, Executive Director Senior Services of Belmont County	Date
FOR ADVANCED HOME HEALTH, INC.	
<u>Sheila Smith/s/</u>	<u>01/31/18</u>
	Date

APPROVED AS TO FORM

February 7, 2018

David K. Liberati /s/

2/1/18

David K. Liberati

Date

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE QUIT CLAIM DEED/
BELMONT COUNTY PORT AUTHORITY**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Quit Claim Deed hereby conveying Parcel No. 41-60003.000 located in Warren Township, to Belmont County Port Authority.

QUIT CLAIM DEED

BELMONT COUNTY, OHIO, a political subdivision of the State of Ohio, by and through the Board of Belmont County Commissioners, for valuable consideration paid, receipt of which is hereby acknowledged, grants to **THE BELMONT COUNTY PORT AUTHORITY**, whose tax-mailing address is 101 N Market Street, Ste J, St. Clairsville, OH 43950, the following real property:

See Exhibit "A" Attached.

Prior Deed Reference: Volume 481, Page 308 Official Records of Belmont County, Ohio.

Auditor's Permanent Parcel Number: 41-60003.000

Excepting and reserving to the Grantor, Belmont County, Ohio, a political subdivision of the State of Ohio, its successors and assigns, where and to the extent that Grantor owns and has the rights thereto, all of the oil, gas, and other minerals in and underlying the above-described premises and all of the oil and gas-bearing sands, strata, formations and horizons in which oil, gas and other minerals may be, or may have been found, including coalbed methane gas, together with the exclusive right to extract and produce all of said oil, gas and other minerals, together with the further right to pool said oil and gas with others, WITHOUT, HOWEVER, the right to enter upon the surface of said premises.

There is further excepted and reserved unto Grantor, Belmont County, Ohio, a political subdivision of the State of Ohio, its successors and assigns, where and to the extent Grantor owns and has rights thereto, all coal of all veins in and underlying the above-described premises, together

with the exclusive right to extract all of said coal, WITHOUT, HOWEVER, the right to enter upon the surface of said premises.

Grantor, Belmont County, Ohio, further excepts and reserves unto itself, its successors and assigns, all rights, title, and interest in and to any existing oil and gas leases.

Witness our hands this 7th day of February, 2018

**BELMONT COUNTY, OHIO,
a political subdivision of the State of Ohio**

Mark Thomas /s/

Mark Thomas

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Josh Meyer

BARR SURVEYING

206 CHURCH ST., P.O. BOX 191
MORRISTOWN, OHIO 43759
(740) 752-1919
(740) 782-1440 FAX
TOLL FREE: 1-866-641-6204

LAND DESCRIPTION

82.338 acres

Situated in the Township of Warren, County of Belmont, and State of Ohio. Being a part of Section 10, Township 8, Range 6, and a part of a 62.62 acre tract recorded in Volume 169 Page 210, all of a 35.60 acre tract recorded in Volume 298 Page 133 and all of a 1.02 acre tract recorded in Volume 71 page 424 of the Belmont County Deed Records.

Beginning at a marked stone found at the southeast corner of Section 10.

Thence from this place of beginning and along the section line and the north edge of Township Road 184, South 89 deg. 31 min. 40 sec. West 890.56 feet to a point in the north edge of said road, passing an iron pin found capped "Claus" at 416.53 feet;

Thence leaving the section line and the road and with dividing lines, North 00 deg. 23 min. 07 sec. West 630.36 feet to an iron pin set, passing an iron pin set at 19.64 feet; thence North 59 deg. 10 min. 49 sec. West 1118.73 feet to a point on the east line of a 1.277 acre tract recorded in OR Volume 353 page 233 (formerly the B & O Railroad right of way line), passing an iron pin set at 1045.03 feet;

Thence along the former right of way line now recorded as said 1.277 acre tract, a 4.393 acre tract recorded in Volume 695 page 440 and a 1.114 acre tract recorded in Volume 758 page 374, respectively, the following six courses and distances:

- 1- a curve to the right having a radius of 1859.86 feet, an arc length of 272.88 feet and a chord that bears North 15 deg. 38 min. 13 sec. East 279.62 FEET
- 2- South 70 deg. 03 min. 07 sec. East 10.00 feet;
- 3- a curve to the right having a radius of 1849.86 feet, an arc length of 335.66 feet and a chord that bears North 25 deg. 09 min. 42 sec. East 335.20 feet;
- 4- North 59 deg. 37 min. 28 sec. West 10.00 feet;
- 5- a curve to the right having a radius of 1859.86 feet, an arc length of 789.73 feet and a chord that bears North 42 deg. 32 min. 25 sec. East 783.81 feet to a point in the northwest edge of State Route 147, passing an iron pin found capped "Claus" at 68.25 feet along the arc;
- 6- North 54 deg. 42 min. 17 sec. East 1339.37 feet to an iron pipe found on the east line of Section 10;

Thence along the section line and crossing State Route 147, South 00 deg. 15 min. 40 sec. East 3122.81 feet to the place of beginning, passing the center of said state route at 434.00 feet. Containing 82.338 acres, more or less.

Subject to right of way of Township Roads 178 and 184, State Route 147 and any other easements and rights of way of record.

Bearings used in this description are assumed and should be used only for angle calculation.

This description was prepared by Robert A. Barr, P.S. 7829 as the result of an actual field survey performed during March and April 2014. All iron pins set are 1/2 inch re-bars, 30 inches long with plastic caps stamped "BARR 7829"



Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH JEFFERSON COUNTY BOARD OF COMMISSIONERS FOR HOUSING OF BELMONT COUNTY PRISONERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a contract with Jefferson County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$55.00 per day for the period of January 1, 2018 to December 31, 2018 with an option to renew for one (1) additional term from January 1, 2019 to December 31, 2019.

JEFFERSON COUNTY COMMISSIONERS – CONTRACTUAL AGREEMENT AGREEMENT

This agreement made and entered into this 1st day of January, 2018, by and between the County of Belmont and the County of Jefferson, Ohio, by its Board of County Commissioners (hereinafter called Jefferson County);

WITNESSETH;

WHEREAS, County of Belmont has inadequate facilities for confining and supporting all prisoners, which the County of Belmont is required by law to confine and support by reason of sentence imposed upon them as a result of convictions or guilty pleas to charges of violations of any statutes of the Ohio Revised Code, awaiting hearing for such violation, or awaiting trial of any such violation; and,

WHEREAS, Jefferson County owns and operates a jail and presently has other contractual arrangements for the confinement and support of prisoners; and

NOW, THEREFORE, it is mutually agreed between the parties

1. The County of Belmont agrees to send to Jefferson County and Jefferson County agrees to accept from the County of Belmont such prisoners as the County of Belmont *determines in its sole discretion*, is unable to care for and to provide custody, supervisions, confinement, and board for the County of Belmont prisoners. The County of Belmont shall furnish transportation for prisoners to the Jefferson County Jail.

2. The County of Belmont agrees to pay Jefferson County the sum of Fifty-Five Dollars (\$55.00) per day as full compensation for supervising, confining, and boarding each prisoner.

3. For the purpose of determining compensation to be paid, any calendar day or part thereof of confinement shall constitute one day.

4. The County of Belmont further agrees to pay a physician for any medical costs incurred by said prisoner of the County of Belmont.

5. The County of Belmont further agrees to pay or reimburse Jefferson County for any expenses incurred in rendering or securing other medical, surgical, dental, or mental health services, including medicines and surgical operations, for or to such prisoners.

6. Jefferson County agrees that where hospital service is required for any such prisoners, such services shall be provided at Trinity West Hospital, unless the emergency of the situation or circumstances prevents such use; in addition the County of Jefferson agrees to supply security for the County of Belmont prisoners hospitalized. The need for such services shall be determined by the medical staff of the Jefferson County Jail.

7. Jefferson County may reject or refuse to receive any prisoners who may be inflicted with a prior medical problem such as contagious disease, mental condition, illness, or injury that has not been first treated prior to entry into the Jefferson County Jail. The Jefferson County Sheriff shall have charge of the jail and he or his designee, shall exercise his discretion whereas he may refuse to receive any prisoner for any reason based upon current jail population, internal security conditions of the jail, or any other reasons.

8. Compensation for rendering of the services hereinbefore described during each calendar month shall be paid by the County of Belmont on or before the 15th day of the succeeding month.

9. This agreement shall be effective on the 1st day of January, 2018, and shall continue until December 31, 2018, with an option to renew for one additional term from January 1, 2019 to December 31, 2019. At any time during the initial or renewal terms, Belmont County shall have the right to terminate said contract by giving Jefferson County sixty (60) days written notice of the same.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Belmont County, Ohio this 7th day of February, A.D., 2018.

County of Belmont, Ohio

By: J. P. Dutton /s/

J. P. Dutton, President

By: Josh Meyer /s/

Josh Meyer, Vice President

By: Mark Thomas /s/

Mark Thomas

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

County of Jefferson, Ohio

By: David Maple Jr. /s/

County Commissioner

By: Thomas Graham /s/

County Commissioner

By: _____

County Commissioner

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

IN THE MATTER OF APPROVING SERVICE AGREEMENT FROM STANLEY CONVERGENT SECURITY SOLUTIONS, INC/JAIL

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign Service Agreement Number 188001 from Stanley Convergent Security Solutions, Inc., to renew the annual maintenance of the electronic security system at the Belmont County Jail in the amount of \$10,290.48 per year for three years, effective December 17, 2017 to December 16, 2020.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF BID OPENING FOR THE ENGINEER'S PROJECT 17-1 BEL-VAR PAVEMENT MARKINGS

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineer's Project 17-1 BEL-VAR PAVEMENT MARKINGS PHASE 3; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Aero-Mark, Inc. 10423 Danner Drive Streetsboro, OH 44241	X	\$ 88,330.00
Oglesby Construction, Inc. 1600 Toledo road Norwalk, OH 44857	X	\$108,649.78

(Engineer's Estimate: (\$152,927.00))

Present for opening: Terry Lively, County Engineer and Dan Boltz, Assistant Engineer and Robert DeFrank, Times Leader.

Mr. Lively said the project is 100% federally funded, they received a \$150,000 grant. There will be little or no investment for the county.

February 7, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids for the Belmont County Engineer's Project 17-1, BEL-VAR PAVEMENT MARKINGS, PHASE 3 to County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:52 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:00 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:00 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOSEPH COE,
BELMONT COUNTY HUMANE OFFICER/ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Joseph Coe, Belmont County Humane Officer/ Assistant Dog Warden, effective February 19, 2018.

Upon roll call the vote was as follows:

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

February 7, 2018

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:15 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 11:15 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of February 2018.

Mark A. Thomas /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton 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.

J. P. Dutton /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK