

St. Clairsville, Ohio

June 13, 2018

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 Bonnie Zuzak, Assistant 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 \$782,813.98

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:

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S36.012 Equipment	E-0910-S033-S40.000 Medical	\$2,000.00
E-0910-S033-S62.000 Material/GS	E-0910-S033-S40.000 Medical	\$1,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	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 ___June 13, 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:

AUDITORS-Larry Craig to Columbus, OH, on June 26, 2018, for a CAUV Soil Public Hearing. Estimated expenses: \$100.00.

SENIORS-Vince Gianangeli to Columbus, OH, on June 18-19, 2018, to attend the OJFSDA meeting. Estimated expenses: \$417.30.

Christine Parker to Lewis Center, OH, on June 28-29, 2018, to attend the PCSAO Executive meeting. A county car will be used for travel. Estimated expenses: \$173.20.

SENIORS-Donna Steadman to Moundsville, WV, on June 5, 12, 19 & 25, 2018, for a senior outing at the Four Seasons Pool. Daisy Braun to Moundsville, WV, on June 14, 2018, for a senior outing at the Guest House Restaurant and Dollar Tree. Donna Steadman to Sugarcreek, OH, on June 21, 2018, for a senior outing to Dutch Valley and the Cheese Factory. Kay Driscoll to Rogers, OH, on June 22, 2018, for a senior outing to the Rogers Flea Market. County vehicles 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 June 6, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF A RESOLUTION AUTHORIZING THE FILING OF THE FY2018

CDBG COMMUNITY DEVELOPMENT ALLOCATION PROGRAM AND CRITICAL INFRASTRUCTURE

APPLICATION TO THE STATE OF OHIO OFFICE OF COMMUNITY DEVELOPMENT

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

A RESOLUTION AUTHORIZING THE FILING OF THE 2018 CDBG COMMUNITY DEVELOPMENT ALLOCATION PROGRAM APPLICATION AND THE CRITICAL INFRASTRUCTURE APPLICATION TO THE STATE OF OHIO-OFFICE OF COMMUNITY DEVELOPMENT

WHEREAS, the Ohio Office of Community Development has made available Community Development Block Grant (CDBG) Community Development Allocation and Competitive Critical Infrastructure funds for projects benefiting Low- and moderate-income persons, and;

WHEREAS, the Belmont County Commissioners have eligible community development and infrastructure projects in need of funding.

NOW THEREFORE BE IT RESOLVED, that Commission President J. P. Dutton be authorized to apply for CDBG Community Development Allocation Program and Critical Infrastructure funds from the Ohio Office of Community Development in the amount of \$280,000 to undertake various community development and infrastructure projects in Villages of Bellaire, Bridgeport, Powhatan Point and the Townships of Pease and Pultney in Belmont County as part of the Community Development Allocation Program and the Critical Infrastructure Program in the amount

of \$276,700. Whereas, the Commission commits \$87,500 in CDBG Revolving Loan Funds to match total project cost for the Community Development Allocation Program.

Upon roll call the vote was as follows:

Mr. Dutton Yes

Mr. Meyer Yes

Mr. Thomas Yes

Mr. Dutton gave an overview of the five projects selected and the funding request per project. They are Village of Bellaire-Sidewalk Improvements in the amount of \$65,000; Village of Bridgeport-Street Improvements in the amount of \$70,000; Pease Township-Street Improvements in the amount of \$81,500; Village of Powhatan Point-Street Improvements in the amount of \$60,000 and Pultney Township-Street Improvements in the amount of \$35,000. He noted four of the five projects deal with resurfacing roads. Mr. Thomas noted they had a total of \$224,000 to spend. "We wanted to do as many projects as we possibly could so we added \$87,500 from our Community Development Block Grant Revolving Loan funds so we could add these collective five projects together," said Mr. Thomas. He added these funds are continually being cut and projects are done every two years now. He said they used a scoring system and had discussions with Belomar Regional Council to help put this together and these five were the most worthy out of a number of worthy projects.

IN THE MATTER OF APPROVING A RENEWAL OF THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND HARMONY HOUSE INC.

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign a renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Harmony House Inc., effective July 1, 2018 through June 30, 2019, in the maximum amount of \$125,000.00, for the provision of a Children's Advocacy Center.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Harmony House of Belmont County**

Whereas, this contract, entered into on this **6th day of June, 2018**, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the "**Purchaser**", and Harmony House, Inc., hereinafter referred to as the "**Contractor**", is for the purchase for the establishment of a fully-functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children's Advocacy Center that works toward strengthening our community's response to child abuse using a more child-focused approach. This program will adhere to the State of Ohio rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Children's Advocacy Center services to the Belmont County Department of Job and Family Services Children Services Division by developing and maintaining a Children's Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children's Advocacy Center will provide a more humane, culturally competent, legally sound, site based, multidisciplinary team (MDT) centered assessments, investigations, prosecutions and interventions including treatment involving child abuse allegations that focus on the needs of the alleged child victims and families with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medial referrals and education thus decreasing victim trauma, increasing offender accountability, strengthening the MDT and strengthening community response to child abuse.

The primary focus of a Children's Advocacy Center is child sexual abuse. The Contractor will also provide services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children up to their 19th birthday, services are available to adults with developmental disabilities who, due to alleged victimization, may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are affected by the allegations.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075

Contractor: Harmony House, Inc.
2000 Eoff Street
Wheeling WV 26003

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2018. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2019.

IV SERVICES

1. Child forensic interviewing
 - Assessment of a child's needs for overall well-being of the child
 - Obtainment of information in a neutral, fact-finding manner
2. Extended forensic interviewing (evaluation)
3. Victim advocacy and support
 - Crisis intervention
 - Supportive counseling
 - On-site therapy
 - Individual
 - Family
 - Group
 - Case management
 - Medical referral, evaluation and treatment coordination
 - Mental health referral and coordination
 - Victim services coordination
 - Information and referrals
 - Multi-disciplinary team (MDT) case reviews
 - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services and prosecution
 - Case Tracking
 - Participation on community MDT's and task forces
4. Criminal justice support
 - Court accompaniments

- Children's court preparation
 - Court testimony (subpoena)
 - Court expert witness testimony
5. Community Education
- Professional development
 - Prevention programs
 - Awareness campaigns
 - Psycho-education programs

V SCOPE OF WORK

A. The Contractor Responsibilities

1. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor, a fully accredited member of the National Children's Alliance, during the term of this contract.
2. To ensure all Belmont County, Ohio children referred to the Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the term of this contract.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County, Ohio children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness and to identify victims of child abuse to at least 100 Belmont County, Ohio participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County, Ohio children referred to the Contractor and in need of these services during the term of this contract.
7. The Contractor will schedule victim interviews within three (3) days upon receipt of referral.
8. The Contractor will provide a verbal report and interview DVD to the Purchaser upon completion of the interview.
9. The Contractor will provide a written summary to the Purchaser in a timely manner with most summaries being completed within a two (2) week period when possible with this timeframe contingent upon the number of summaries to be completed. The summaries will be expedited when a request is made. The summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

B. The Purchaser's Responsibilities

1. The Purchaser will make referrals to the Contractor within two (2) working days upon the receipt of information on a case determined by the Purchaser that meets the criteria for a forensic interview.
2. The Purchaser will provide all necessary contact and referral information needed for the Contractor's services to occur.
3. The Purchaser will participate in all scheduled team meetings of the Contractor and provide requested case information for case review and tracking in a timely manner upon request from the Contractor.
4. The Purchaser will be in attendance for victim interviews.
5. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. For the contract period July 1, 2018 through June 30, 2019, the total amount available for reimbursements to the Contractor under the terms of this contract will be \$125,000.00.

This amount consists of \$125,000.00 (\$105,000.00 from the Belmont County Department of Job and Family Services and \$20,000.00 from the Belmont County Commissioners). The funds may be used as needed by the Contractor.

Any remaining funds at the end of the contract period will be returned to the Purchaser.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices for actual costs incurred for providing services will be submitted by each month by the Contractor no later than the 20th day of the following month. Failure to submit this information on time may be considered a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment then the Contractor must be notified before the thirty (30) day period has expired.

The reasons for denial of payment include, but are not limited to, failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined Article IV, is made.

The following costs are allowable under this contract:

Personnel, Salaries, Payroll Taxes, Worker's Compensation, Health Insurance, Pension, Client Materials, Office Supplies, Postage, Printing, Payroll Service Fees, Telephone, Internet, Maintenance Contracts/Copies, Travel Expenses, Training/Staff Development, Dues and Subscriptions, Advertising, Data Base Fees, Security, Logos and Decorations, Liability and Property Insurance, Accounting and Auditing Fees, Legal Fees and Miscellaneous.

It is anticipated that the Contractor will invoice the Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within thirty (30) days upon receipt of request for payment with documentation. Any funds not spent down during the term of this contract will remain in the special Contractor fund to be used to offset future expenses.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include, but are not limited to, months, expenses, total units and billable units. If errors are found, the error rate of the sample unit will be applied to the entire audit. The Contractor agrees to repay the Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

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

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

DISPOSITION OF ASSETS AND INTELLECTUAL PROPERTIES

Office equipment and furniture assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the term of this contract expires. An inventory of the Purchaser equipment and/or furnishings will be maintained by the Contractor. The Purchaser has the option to donate said assets to the Contractor at the expiration of the contract.

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

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

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

VIII COMPLIANCE

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

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior and written approval of the Purchaser. In the even the Purchaser approves of a subcontract of all or part of the performance required herein, The Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

The Contractor and the Purchaser agree to hold each other harmless both legally and financially. The Contractor and the Purchaser are responsible to maintain their own liability coverage.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES:

Vince Gianangeli /s/
Vince Gianangeli, Director
Belmont County Department of Job and Family Services
Debra Hawkins /s/
Debra Hawkins, Executive Director
Harmony House, Inc.
J. P. Dutton /s/
J. P. Dutton, President
Belmont County Board of Commissioners
Josh Meyer /s/
Josh Meyer, Vice-President
Belmont County Board of Commissioners
Mark A. Thomas /s/
Mark A. Thomas, Commissioner
Belmont County Board of Commissioners

5-21-18
Date
5-21-18
Date
6-13-18
Date
6-13-18
Date
6-13-18
Date

Approved as to form:

David K. Liberati /s/

Belmont County Prosecutor

5-29-18

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS
(ON BEHALF OF BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL)
AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the contract between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Early Intervention Program (Part C)**, effective July 1, 2018 through June 30, 2019, in the maximum amount of \$97,327.00.

EARLY INTERVENTION PROGRAM CONTRACT

This agreement to provide administrative services for the **Early Intervention Program for Service Coordination** is entered into on this **Thirteenth day of June, 2018** by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-6000236), hereinafter referred to as "**Provider**."

ARTICLE I: PURPOSE

Early Intervention Service Coordination providers fulfill Part C of the Federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in the Ohio Administrative Code 3701-8-07, 3701-8-07.1, 3701-8-10 and 3701-8-10.1 to include coordination of screenings; evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSP's); coordinating transition planning conferences and following procedural safeguards to ensure parent's rights.

ARTICLE II: EFFECTIVE DATES

This contraction shall extend from **July 1, 2018 through June 30, 2019**, inclusive, unless otherwise terminated pursuant to Article VI. It may be extended beyond this time period upon the execution of a written amendment pursuant to Article VI contingent upon available funding.

ARTICLE III AMOUNT OF CONTRACT/PAYMENTS

- A. The payment for services provided in accordance with this provisions of this contract shall not exceed **\$97,327.00** unless both the **Provider** and the **Department** agree upon an amended amount and are contingent upon the availability of funds.
- B. The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- C. The **Provider** will submit a quarterly expenditure report and invoice to the **Department** within fifteen (15) working days following the last working day of the quarter as the quarterly reimbursement report will be due by the twenty-fourth (24th) day of the month following the quarter.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant produces including any documents, data, photographs and negatives, electronic reports, records, software, source code or other media shall become the property of the Ohio Department of Developmental Disabilities (DODD), which shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. If this grant is funded, in whole or in part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the DODD. All materials must clearly state: "This work is funded in whole or in part by a grant awarded by the Ohio Department of Developmental Disabilities.
- C. The **Provider** will comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and program requirements, including but not limited to, OMB Circular A-87, CMIA regulations and HHS grant guidelines and ODJFS rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Early Intervention program, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may, from time to time as it deems appropriate, and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

ARTICLE V: DELIVERABLES

During the term of this contract, the **Provider** will ensure that each child in early intervention is assigned one service coordinator who will serve the family as the service coordinator as soon as possible after the program referral but in enough time to complete service coordination activities in the time frames required. The **Provider** will ensure that the service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family (e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition). The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

ARTICLE VI: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.

- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VII: LIMITATION OF LIABILITY

The **Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Department** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Department** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project 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 employees, 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.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>6-4-18</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Stephen L. Williams /s/</u>	<u>6-4-18</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>J. P. Dutton /s/</u>	<u>6-13-18</u>
J. P. Dutton, President	Date
Belmont County Board of Commissioners	
<u>Josh Meyer /s/</u>	<u>6-13-18</u>
Josh Meyer, Vice-President	Date
Belmont County Board of Commissioners	
<u>Mark A. Thomas /s/</u>	<u>6-13-18</u>
Mark A. Thomas, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>6-5-18</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF JENNIFER BOLT AS A FULL TIME PERMANENT ELIGIBILITY REFERRAL SPECIALIST II FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Jennifer Bolt, effective June 25, 2018, as an Eligibility Referral Specialist II. Ms. Bolt will be employed as a full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

Mr. Dutton noted this hiring is to fill a previous position.

IN THE MATTER OF APPOINTMENTS TO THE WORKFORCE DEVELOPMENT BOARD AREA 16

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following appointments to the Workforce Development Board Area 16 to fill the unexpired terms of Marc Manheim and Stephen Carson, effective immediately through June 30, 2019:

<u>Appointments:</u>	<u>Representation:</u>
Dwayne Pielech-	Business
Ohio Valley Waste/Shadyside Cartage	
Dom DeFelice-	Business
DeFelice Brothers Pizza, Inc. & DeFelice Franchise Systems, Inc.	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM TREASURED MEMORIES COMMUNITY FUNDING TO EMA

Motion made by Mr. Dutton, seconded by Mr. Meyer to acknowledge receipt of a \$125.00 donation from Treasured Memories Community Funding to the Belmont County Emergency Management Agency for critical incident-related stress management.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF REENA MCMASTERS, SSD PART-TIME SUMMER EMPLOYEE DUE TO JOB ABANDONMENT

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Reena McMasters, Belmont County Sanitary Sewer District part-time summer employee, effective June 6, 2018, due to job abandonment.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF PATRICIA DOTY AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Patricia Doty as Part-Time Driver for Senior Services of Belmont County, effective June 25, 2018.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Mike Bianconi, Pease Township Trustee and Frank Shaffer, Pultney Township Trustee, thanked the Board for the CDBG projects that will be done in their townships.

Frank Papini asked if there was any recourse to tax the oil and gas trucks using the county roads. Mr. Thomas replied there is no recourse which is a challenge to the Board of Commissioners. They do not have any taxing authority from the state of Ohio. He added this is one of many reasons why they are asking the state for more of the severance tax funding to come back to us. Mr. Thomas said Pennsylvania has impact fees that companies pay that helps with road repairs and bridge work. He said the roads are public and anyone can use them. Mr. Dutton said that the oil and gas companies have paved 70 miles of Belmont County roads and they buy gas and part of that gas tax goes towards roads.

John Waugh asked if the Board of Commissioners can work with Senator Frank Hoagland and Representative Andy Thompson to get more money back to the county. Mr. Dutton said they have talked to Senator Hoagland about getting match money for the FEMA projects. He said they also work with Representative Jack Cera.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:30 A. M.

June 13, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Dave Liberati, Assistant Prosecutor, Kelly Porter, Director, BCSSD and Mark Esposito, Consultant, pursuant to ORC 121.22(G)(2) Property Exception to consider the purchase of property for public purposes.

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 10:00 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:00 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-NO ACTION TAKEN AT THIS TIME

10:00 Bryan Minder, Director, Belmont County 9-1-1; Rob Jackson, Ohio 9-1-1 Administrator and Sharon McMurray, Ohio 9-1-1 Support and Compliance Coordinator

Re: Presentation-Letter of Compliance for Outstanding Report

Present: Bryan Minder, Jim Delman, Deputy Director, Tony Gregor, Dispatch Supervisor, Rob Jackson and Sharon McMurray, Robert DeFrank, Times Leader and Channel 7 and Channel 9 news.

Mr. Jackson said a new law went into effect in 2015 that requires all 9-1-1 Centers to comply with new rules and submit a report. Belmont County was the first one to turn in their report and they even submitted extra information. He presented a Letter of Compliance to Mr. Minder. Mr. Minder said it was a team effort along with Mr. Delman and Mr. Gregor over the last two years getting the report done. Mr. Jackson said people living in Belmont County and people traveling through can be confident when they call 9-1-1 they will get the right response. Mr. Dutton said 9-1-1 does a fantastic job and they are a great benefit to the residents of Belmont County. Mr. Thomas added most residents of Belmont County don't understand on a daily basis the effort it takes to make it that routine if you need the service. He thanked the tax payers of Belmont County that continually support 9-1-1 services.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:20 A. M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Gary Armitage, Director, SSOBC, and Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline 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 10:45 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:45 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-NO ACTION TAKEN AT THIS TIME

June 13, 2018

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:45 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 10:45 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of June, 2018.

J. P. Dutton /s/ _____

Mark A. Thomas /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, J. P. Dutton and Bonnie Zuzak, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ ASSISTANT CLERK