

July 27, 2001

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of July 25, 2001, were read, approved and signed.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.

IN THE MATTER OF THE ALLOWANCE OF BILLS	"BILLS ALLOWED"
AS CERTIFIED IN THE AUDITOR'S OFFICE.	The following bills

AS CERTIFIED IN THE AUDITOR'S OFFICE. The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, seconded by Mr. Probst all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
American Sanitary Supply Co.	Supplies/Western Satellite-General	39.75
Tobias Stidd, Probation Officer	Mileage reimbursement-General	163.19
Belmont County Commissioners	Services/Alltel-Sanitary Sewer	18.51
Sam's Club	Equipment-Bel Harr Juv Group Home	199.14
Sam's Club	Food service exp-Bel Harr Juv Group Home	110.60
Contingency Fund Replen GGH	Contingency Fund-Girls Group Home	352.30
John Lokosky	Contract repairs-Sargus Center	80.00
Kristi Lee Lipscomb, Court Reporter	Transcripts-Western Spec Proj	141.75
Health Plan	August premium-Insurance	96,783.28
Health Assurance PPO	August premium-Insurance	111,681.24
Health Assurance HMO	August premium-Insurance	58,621.81

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for July 27, 2001 as follow.

FUND	AMOUNT
General	\$10,877.68
General/Sheriff's	\$1,849.53
9-1-1	\$2,895.15, \$2,466.48
Sanitary Sewer	\$845.03, \$6,294.30, \$5,215.04
Sargus Center	\$329,091.29, \$3,111.48
Group Homes	\$1,983.00
Oakview Juvenile Rehabilitation Dist	\$5,411.40
Oakview Juvenile Rehab/Aftercare	\$517.72
Western Division Court	\$2,806.18

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT AFTERCARE PROGRAM FUND

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following transfers within the fund for the Oakview Juvenile Rehabilitation District Aftercare Program Fund.

		AFTERCARE PROGRAM		
FROM		TO		AMOUNT
S028-S08	Equipment	S028-S03	Hospitalization	\$125.00
S028-S08	Equipment	S028-S01	Salaries	100.00
S028-S09	Supplies	S028-S01	Salaries	1,663.27

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER
OF FUNDS FOR THE OAKVIEW JUVENILE REHAB
DISTRICT FUND S30**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfer of funds for the Oakview Juvenile Rehab Fund S30.

FROM	TO	AMOUNT
S028-S10 Other	S030-S05 Transfers In	\$430.29

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
A204-B17 Workers Comp	A002-G24 Jurors fee/Eastern	\$1,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF DISCUSSIONS HELD
RE: COUNTY CORONER'S REPORT**

Dr. Gene Kennedy, Belmont County Coroner, presented an update on the County Coroner's office. Dr. Kennedy discussed the East Ohio Regional (EORH) Hospital's offer to the county for a permanent morgue on a contractual basis. The facility has offered beds in their morgue area, transportation of the body, and radiological services to the county, with the exception of homicide cases which currently and may continue to go outside of the county. Dr. Kennedy recommended that the Commissioners accept the offer made by EORH, explaining that this would provide a single entity doing the pathology work. The county would be charged a set fee, where currently we are charged at the discretion of the party who removes the body. Dr. Kennedy stated, "This would streamline and simplify the system a great deal if there were one entity. I strongly recommend the Board consider designating the East Ohio Regional Hospital as the county morgue."

Commissioner Olexo asked what the current average cost is for an autopsy. Dr. Kennedy stated that totals are variable dependent upon where the body is and who does the removal; this could range from \$1,300.00 to \$1,500.00. Transport rates start at \$200.00 and go up depending on time of day. Commissioner Thomas asked, "As it stands today, where are you with negotiations with Mr. Felici?" Dr. Kennedy stated, "The county is in need of a decision as to what dollar amount will be paid per case." Commissioner Thomas asked if the Board needs to provide an agreement. Dr. Kennedy stated he believed EORH would like simply to be designated the "County Morgue", they are not looking at this as a profit center but as something they can contribute to the community. Commissioner Thomas stated they have been a great corporate citizen to Belmont County over the years and if this could be finalized, it would be great for both parties.

Commissioner Thomas then questioned Dr. Kennedy about the area that would be used for a morgue. Dr Kennedy stated the area could be reserved and went on to explain the difference in the handling of normal death autopsies and homicides that must be sent out of the county.

Commissioner Probst stated it was good news to keep the services in Belmont County. He stated, "I am concerned about transportation costs, we need to establish a set cost for transportation for local funeral facilities. Anything we can do as a Board please let us know."

Dr Kennedy said that EORH would provide the transport services. Dr. Kennedy suggested since the Board is meeting with the funeral directors next week on another issue, perhaps they could address this one as well. He would like to see a set price per body. Dr. Kennedy stated that he tends to go to the same parties because he knows who will or won't go for transport. Commissioner Probst questioned if E-squads are ever used. Dr Kennedy assured him that they were and commented on their professionalism and helpfulness.

Commissioner Thomas stated, "We commend you for taking the initiative on the county morgue and attempting to keep this money in Belmont County. This has been a concern of the Board, we greatly appreciate your taking the initiative." Dr. Kennedy will keep the Board updated on the status of the proposed contract.

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign the minutes for the Board of Commissioners regular meetings of June 8, June 13, June 15, June 20, and June 22, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF RE-APPOINTMENT
TO THE MENTAL HEALTH AND RECOVERY BOARD**

Motion made by Mr. Olexo, seconded by Mr. Thomas to re-appoint Becky Klos, 67103 Country Club Road, St. Clairsville, OH 43950 to the Mental Health and Recovery Board for a four year term commencing July 1, 2001 and expiring June 30, 2005. This will be the second and final term for Ms. Klos.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING
INTO PURCHASE OF SERVICE CONTRACT
BETWEEN BCDJFS AND COMMUNITY ACTION COMMISSION
FOR WELFARE TO WORK PROGRAM (WIA/TANF)**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract with Community Action Commission for the BCDJFS Welfare to Work Program.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
WIA/TANF
PURCHASE OF SERVICE CONTRACT**

This contract is made and entered into as of July 1, 2001, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as Department) and the Belmont County Community Action Commission doing business at 410 Fox Shannon Place, St. Clairsville, Ohio 43950 (hereinafter referred to as Provider) in cooperation with the Belmont County Commissioners for the purpose of establishing the terms and conditions by which the Provider will provide services, activities, and strategies for eligible individuals participating in the Welfare to Work Program.

PURCHASE OF SERVICES

The Department agrees to purchase services encompassing activities and strategies for the Welfare to Work Program.

CONTRACT PERIOD

This contract is effective from July 1, 2001, through June 30, 2002. **Department Director's signature date sets the actual effective or beginning date.**

AVAILABILITY OF FUNDS

Payment for all services provided in accordance with the provisions of this contract is contingent upon the availability of state and federal funds.

COST AND DELIVERY OF PURCHASED SERVICES

Subject to the limitations specified in Article 3, the maximum amount to be paid for such purchased services is two hundred one thousand nine hundred sixty six dollars (\$201,966.00).

ELIGIBILITY

A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a woman who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still enrolled in a secondary school.

B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.

C. The AG must meet the eligibility requirements detailed in Belmont County's PRC Plan. The AG must be composed of TANF eligible individuals/families who are at or below 200% of the federal poverty standard. The Provider is responsible for determining eligibility and the Provider is also responsible for any audit findings.

D. Those applying for and receiving services under this contract are to be afforded the right to the State Hearing Process.

PAYMENT FOR PURCHASED SERVICES

On a monthly basis, the Provider will submit an invoice and report to the Department covering the services rendered. The Department will review the invoices for completeness and accuracy before making payment. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are

payable within thirty (30) days of receipt or as soon as County Auditor processes payment.

FINANCIAL RECORDS

The Provider will maintain independent books, records, documents, accounting procedures, and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this agreement. Such records shall be available at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Department personnel.

AVAILABILITY AND RETENTION OF RECORDS

For a period of three (3) years after final payment, the Provider will maintain and preserve all financial records in its possession related to this agreement, including documentation used in the administration of the program. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the 3 year period, whichever is later.

CONFIDENTIALITY

The Provider agrees that it will not use or disclose any information concerning eligible individuals for any purpose not directly related with the administration of the Department's or the Provider's responsibilities with respect to purchased services without the written consent of the eligible individual.

CIVIL RIGHTS

The Provider will not discriminate against any individual because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title V of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments, the Americans with Disabilities Act, and all other state and federal laws prohibiting discrimination.

INDEMNITY AND INSURANCE

The Provider agrees to purchase insurance as is reasonably necessary to secure adequately the persons and estates of eligible individuals against foreseeable torts. The Provider agrees that it will indemnify and hold harmless the Department, ODJFS and the Belmont County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

MONITORING AND EVALUATION

The Department and the Provider will monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved. A progress or status report must be submitted to the Department on a monthly basis by the seventh (7th) of each month. This report should list measurable outcomes, achievements that relate to the project's stated TANF goals, details of the project's milestones to date and overall results to date.

TERMINATION

The agreement may be terminated without cause by either party upon thirty (30) days written notice.

AMENDMENT

This contract may be amended by means of a written instrument executed by all parties hereto.

PROCUREMENT

County and State procurement policies must be followed as outlined on attached exhibit two.

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>7/11/01</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Human Services	
<u>Gary Obloy /S/</u>	<u>7/23/2001</u>
Gary Obloy, Executive Director	Date
Community Action Commission of Belmont County	
<u>Ryan E. Olexo /S/</u>	<u>7/27/01</u>
Belmont County Commissioner	Date
<u>Mark A. Thomas /S/</u>	
Belmont County Commissioner	
<u>Robert Quirk /S/</u>	<u>7/23/2001</u>
<u>Approved as to form</u>	
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF SIGNING
AND SUBMITTING THE JUVENILE COURT
GRANT AGREEMENT AND FUNDING APPLICATION

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commission President Ryan E. Olexo to sign and submit the Juvenile Court Grant Agreement and Funding Application to the Ohio Department of Youth Services, Columbus, Ohio for a base allocation in the amount of \$119,495.00 for the period beginning July 1, 2001 and ending June 30, 2002.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF APPROVING
CHANGE ORDER NO. 1 FOR THE
BELMONT COUNTY ENGINEER'S LLOYDSVILLE GARAGE PROJECT

Motion made by Mr. Probst, seconded by Mr. Thomas to approve Change Order No. 1 for the Belmont County Engineer's Lloydsville Garage Project to C & C Electric Company, 59450 Broadview Rd., Shadyside, OH 43947 in the amount of \$987.00. The Contract is changed as follows: Three 4" conduits & telephone conduit from electric pole, as designated by the Power Co., to the building.

Upon roll call the vote was as follows;

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF NOTICE
OF NEW SUB-DIVISION/SPACEVIEW 10TH ALLOTMENT,
RICHLAND TOWNSHIP

Motion made by Mr. Olexo, seconded by Mr. Probst to notify the Richland Township Trustees of the following sub-division hearing.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

To: Richland Township Trustees:

You are hereby notified that the 8th day of August, 2001, at 11:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

Mail by certified return
Receipt requested
CC: Richland Township Trustees

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTERS OF DISCUSSION
RE: HALFWAY HOUSE/OAKVIEW JUVENILE REHABILITATION DISTRICT

Patrick Lanaghan updated the Board on the progress of the halfway house funded by the State of Ohio. Phase II of this project will be the environmental study, appraisal of the property and the title search. Upon completion, the State will accept the deed. The closing is scheduled to take place on August 17, 2001 in Columbus. Patrick stated someone from Belmont County must be in attendance to hand deliver the deed, either a Commissioner or the Board's designee.

Commissioner Thomas asked if Mr. Lanaghan was aware of the caveat within the deed which is a reverter clause stating if the building construction had not begun within three years of the date of the deed, the property would revert back to the county. He asked Patrick to make the state aware of this clause. Commissioner Thomas stated this is property owned by the taxpayers of the county, and the Commissioners are protecting their interest by inserting the language.

IN THE MATTER OF AUTHORIZING PATRICK LANAGHAN
AS BOARD'S DESIGNEE RELEVANT TO TRANSFER OF DEED
RE: HALFWAY HOUSE/OAKVIEW JUVENILE REHABILITATION DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing the following:

Ohio Department of Administrative Services
Scott Johnson, Director
30 East Broad Street, 40th Floor
Columbus, Ohio 43266-0401

The Belmont County Board of Commissioners hereby authorize Patrick Lanaghan, Halfway House Program Planner, to serve as the Board's designee relevant to the transfer of the Warranty Deed for property in Belmont County to the State of Ohio.

Mr. Lanaghan is authorized to sign any necessary documents pertinent to the transaction.

If you have any questions, please do not hesitate to contact our office at 740-699-2150.

Sincerely,
BELMONT COUNTY COMMISSIONERS
Ryan E. Olexo /S/
Ryan E. Olexo, President

Mark A. Thomas /S/
Mark A. Thomas

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING
INTO IV-D SERVICE CONTRACT
BETWEEN BELMONT COUNTY CSEA AND
BELMONT COUNTY JUVENILE & PROBATE COURT

Motion made by Mr. Olexo, seconded by Mr. Thomas to enter into the following contract.

APPENDIX 1-3
IV-D SERVICE CONTRACT

This agreement made and entered into on the 24th day of July, 2001 by and between the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") and Belmont County Juvenile & Probate Court, a Provider of service (hereinafter referred to as "Provider").

Pursuant to Title IV-D of the Social Security Act, Section 2301.35 of the Ohio Revised Code, and Ohio Administrative Code rules promulgated by the Ohio Department of Human Services, the CSEA is authorized to contract with public or private agencies for the purchase of services. The following are the terms of the agreement.

1. **Purchase of Services:** Subject to terms and conditions set forth in this agreement and the attached Exhibits (such exhibits are deemed to be a part of this agreement as fully as if set forth herein), the CSEA agrees to purchase for, and Provider agrees to furnish to eligible individuals those specific services detailed in Exhibit I.

2. **Purpose:** The CSEA and Provider agree to coordinate services detailed in Exhibit I, and to make all reasonable efforts to coordinate with other service providers to establish a cooperative, comprehensive county plan for effective enforcement of child support.

3. **Contract Period:** This agreement will be effective from July 1, 2001 through June 30, 2002, inclusive unless otherwise terminated. In no case may the Contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year.

4. **Availability of Funds:** The CSEA represents that it has adequate funds to meet its obligations under this agreement; that it intends to maintain this agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this agreement. However, payments for all services provided in accordance with the provisions of this Contract are contingent upon availability of nonfederal and federal matching funds as follows:

	AMOUNT	SOURCE
Nonfederal Matching Funds	\$ 9,981.31	County
Federal Matching Funds	\$19,375.49	FFP
Total	\$29,356.80	

(A) Provider warrants that any costs incurred pursuant to this agreement will not be allowable to or included as a cost of any other federally financed program.

(B) The CSEA warrants that the nonfederal share is not provided from any source which is prohibited by state or federal law.

5. Cost and Delivery of Purchased Services: Subject to the limitations specified in Article 4 hereof and as detailed in Exhibit III, the amount to be paid for such purchased services will be based on the following criteria:

A negotiated \$ 122.32 per case for provision of service.

6. Fees: If applicable, shall be charged as detailed in Exhibit I.

7. Eligibility for Services: Current and past public assistance recipients or those who have completed a IV-D application form.

8. Payment for Purchased Services: The Provider shall submit an invoice and cost statement to the CSEA on a monthly basis. Format of the cost statement is attached as Exhibit II.

9. Subcontracting: When deemed necessary to deliver services of the quantity and quality specified in Exhibit I, the Provider may subcontract. All such subcontracts shall be in the same form as this agreement and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the Provider of its liability under this agreement. Provider is responsible for making direct payment for such services.

10. Termination:

(A) In the event that the Provider does not faithfully and promptly perform its responsibilities and obligations under this agreement, as determined by the CSEA, the CSEA may terminate the agreement by providing the Provider with written notice thirty days in advance of the termination date.

(B) In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this agreement, the Provider may terminate the agreement by providing the CSEA with written notice thirty days in advance of the termination date.

(C) Notwithstanding Sections (A) and (B) of this Article, this agreement may be terminated by mutual agreement at any time after the date on which the two parties reach their decision.

(D) Notwithstanding Sections (A) and (B) of this Article, if the federal and/or nonfederal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this agreement as determined by the CSEA, the CSEA may terminate this agreement. Such termination is not subject to advance written notice but will be effective on the date federal and/or nonfederal funds are no longer available, or later as stipulated by the CSEA, and all reimbursement to the Provider will cease as of that date.

(E) Notwithstanding Sections (A) and (B) of this Article, the CSEA may terminate this Contract immediately upon delivery of written notice to the Provider if the CSEA has discovered any illegal conduct on the part of the Provider.

(F) In the event of termination under this Article, the Provider shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, which shall be calculated by the CSEA based on the rate set forth in Article 5, less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims, and the claims submitted by the Provider shall not exceed the total amount of consideration stated in this Contract.

11. Independent Contractors: Providers, agents, and employees of the Provider, including subcontractors, will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CSEA.

12. Duplicate Billing: Provider warrants that claims made to the CSEA for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of federal funds for the same service.

13. Financial Records: The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel. Such records shall also be subject to inspection by the individual or entity selected for any audit activity required under Article 16 of this Contract.

14. Expensed Equipment: Equipment which has been expensed rather than depreciated during the Contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this Contract or a succeeding Contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

15. Availability and Retention of Records: Providers shall maintain and preserve all financial and eligibility determination records related to this agreement, including any

other documentation used in the administration of the program, in its possession for a period of three years after final payment, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

16. **Responsibility for Audit Exceptions:** Provider agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the agreement.
17. **Confidentiality:** Provider agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except upon the written consent of eligible individual.
18. **Equal Employment Opportunity:** In carrying out this Contract, the Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. The Provider shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or Vietnam-era veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
19. **Indemnity and Insurance:** (when applicable)
(A) Indemnity: Provider agrees that it will at all times during the existence of this agreement indemnify and save harmless the CSEA, the Ohio Department of Human Services, and the Board of County Commissioners, or county administrator designated under section 305.30 of the Revised Code, of the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this Contract.
(B) Insurance: Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individual against reasonable foreseeable torts which could cause injury or death.
20. **Monitoring and Evaluation:** The CSEA and Provider will, as detailed in attached Exhibits, monitor the manner in which the terms of the agreement are being carried out and evaluate the extent to which program objectives contained in the agreement are being achieved.
21. **Accessibility of Program to the Public:** The CSEA and Provider agree to make all reasonable efforts to allow public access to the program by providing convenient hours for public contact, and adequate availability of staff for public inquiries.
22. **Out-of-County and Out-of-State Cooperation:** The CSEA and Provider agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.
23. **Amendment of Contract:** This agreement may be amended at any time by a written amendment signed by all parties and submitted to the ODHS in the manner required by ODHS rules.

Child Support Enforcement Agency <u>Belmont County</u>	Date
Authorized CSEA Representative's Signature <u>Tom King /s/</u>	Date <u>7/26/01</u>
Authorized Provider Representative's Signature <u>J Mark Costine /S/</u>	Date <u>7/30/01</u>
Authorized Provider Representative's Title <u>Probate and Juvenile Court Judge</u>	
Provider's Street address <u>101 West Main Street</u>	
Provider's City, State, zip <u>St. Clairsville, Ohio 43950</u>	
County Commissioner's Signature <u>Ryan E. Olexo /s/</u> <u>Mark A. Thomas . /s/</u>	Date <u>07/27/01</u> <u>07/27/01</u>

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING
REQUEST FOR FUNDING/
OHIO VALLEY RECYCLING

Motion made by Mr. Olexo, seconded by Mr. Thomas to grant the request of Samantha Carroll, Director of Ohio Valley Recycling for continued funding in the amount of \$36,893.41 for the fiscal year 2002 and to hereby authorize Samantha Carroll to proceed with submitting a grant application to the State of Ohio Department of Natural Resources.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Absent

IN THE MATTER OF RESOLUTION
AUTHORIZING BELMONT COUNTY
AUDITOR TO BORROW MONIES FOR
THE BELMONT COUNTY COMMON PLEAS COURT
COMPUTER PROJECTS

Motion made by Mr. Olexo, seconded by Mr. Thomas to adopt the following:

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners authorize County Auditor Joseph A. Pappano the authority to borrow monies on behalf of the Belmont County Commissioners for the Belmont County Common Pleas Court Computer Projects and;

NOW THEREFORE BE IT RESOLVED, the Board hereby authorizes Belmont County Auditor Joseph A. Pappano, to contact Joe Magdich, Bond Counsel and proceed with the required steps to borrow \$250,000.00 (two hundred and fifty thousand dollars) for this project.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING
QUARTERLY FINANCIAL REPORT FORM
FOR DOMESTIC VIOLENCE GRANT/SHERIFF'S

Motion made by Mr. Thomas, seconded by Mr. Olexo authorizing the signing and submittal of the Quarterly Financial Report Form for the Domestic Violence Investigation Grant, Subgrant #2000-WF-VA2-8412, Report Period Ending 6/30/01, Quarterly Payment Request \$22,315.00 for the Belmont County Sheriff's Office.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF DISCUSSION HELD
RE: CAPITAL IMPROVEMENT PROJECT

Gary Obloy, Director Community Action Commission; Dwayne Pielech Director BCDJFS; and Jack Cera, Deputy Director BCDJFS presented an update to the Board in regards to the Capital Improvement Project included in House Bill 640. Mr. Obloy stated that the Courthouse annex is in disrepair and safety issues are of a high priority. He had spoken with Senator Carnes in January, 2000 and had asked at that time if there were any available monies for a feasibility study. Senator Carnes had encouraged Mr. Obloy to apply for funding and with the consent of the previous Board, Gary drafted a letter requesting Belmont County be considered under House Bill 640. Belmont County was awarded thirty thousand dollars to use towards a space needs study. Dwayne Pielech stated that several years ago, the idea of a location where all the needs of a family might be met at one location was discussed.

Mr. Obloy had many questions starting with

- Should the County build a building
- Should the County contract for a building to be built with a private developer
- Would it be more feasible to lease

Mr. Obloy continued that although no decisions had been, there are options

- Fox Shannon- the County owns beyond the treatment plant and behind the School of Hope.
- Existing annex, perhaps building behind the current facility then remove old building and use that area as parking.

Mr. Pielech suggested developing the sight near the plaza area where there is currently a retail area. He continued that the three Project Directors do not have expertise in this area.

IN THE MATTER OF DISCUSSION HELD
RE: CAPITAL IMPROVEMENT PROJECT (CONT'D)

Commissioner Olexo stated, "We feel building equity and ownership is more beneficial to the County. This Board has taken steps to ensure we will no longer be leasing. The question becomes more specifically where are we at with the money from the State? Can we use the money - does a study need to be done?"

Commissioner Probst stated, "In the situation we find ourselves in now, we have to do something in the near future with both buildings - they are money pits."

Commissioner Thomas stated the money is secondary to the safety of the employees, continuing that the county is prepared to deal with the issues as they arise. He suggested a committee being formed at some time with everyone involved, including the Auditor's office for financial assistance."

Mr. Cera explained the state has requested an itemized breakdown of the County's plans for utilization of the funds. Commissioner Thomas asked if the panel could put together a budget. Commissioner Olexo stated the Board could speculate and assist the panel with this project. Mr. Obloy asked if someone in the Commissioners' office could "walk us through it". Commissioner Thomas stated the board would assist them, but emphasized that this needs to be done soon.

Mr. Pielech stated that the panel would like to get with Darlene Pempek, clerk to the commissioners, also adding that they will check with the State at some point to review the financial aspects. The Board directed Mr. Obloy and Mr. Pielech to follow through with the recommendation of the State, provide the information they are requesting and to keep the Commission updated.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:37 P.M.

Motion made by Mr. Thomas, seconded by Mr. Olexo to adjourn the meeting at 12:37 P.M.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

Read, approved and signed this 1st day of August A.D., 2001.

COUNTY COMMISSIONERS

We, Ryan E. Olexo and Darlene Pempek, 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.

PRESIDENT
CLERK

