

The Board of Commissioners of Belmont County, Ohio, met this day in regular session.
Present: Ryan E. Olexo, Charles R. Probst, absent and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of October 5, 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
AS CERTIFIED IN THE AUDITOR'S OFFICE.

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Thomas 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
Precision Form, Inc.	R.E. Tax bills & Shipping chg/Treas-Gen	1,635.82
City of Martins Ferry Utility Dept	Service/Martins Ferry Bldg-General	101.25
Christian Childrens Home of Ohio	Placement costs-Juvenile Court	4,247.00
CD Publications	Grant publication-Juvenile Court	339.00
1 Step Direct	Drug Screens for Drug Court-Juvenile Ct	400.25
Therapeutic Network	Placement costs-Juvenile Court	2,232.00
Ameritech	Service/CCap Program-Juvenile Court	311.25
A T & T	Service/CCap Program-Juvenile Court	59.65
Rex TV & Appliance Center	Microwave-Eastern Gen Spec Proj	59.00
Maximus	Release setup & expenses-Western Comp	1,090.00
Marathon Oil	Gasoline/E. Gorence-Common Pleas Grant	38.51
Alltel	Service/E.Gorence-Common Pleas Grant	30.83

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 October 12, 2001 as follow:

FUND	AMOUNT
General	\$9,856.36, \$746.76, \$4,744.17
General/Chest Clinic	\$662.70
Dog & Kennel	\$704.06, \$1,679.80
Belmont County 9-1-1	\$1,203.25
County Home	\$46,840.34
Oakview Juvenile Rehab District	\$1,268.30
Oakview Juvenile Aftercare Program	\$611.60
Clerk of Courts Cert of Title Admin	\$515.36
Northern Court Special Projects	\$135.94

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
RECORDER

Motion made by Mr. Thomas, seconded by Mr. Olexo to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S078 - S05 Equipment	S078 - S14 Hospitalization	\$401.84

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
COURT OF COMMON PLEAS ADULT
PROBATION DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S077 - S05 Supplies	S277 - S02 Hospitalization	\$84.62

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	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
A401-A11	Other Expenses	A402-B12	Other Exp. Common Pleas	\$5,940.00
A401-A11	Other Expenses	A002-A06	Transcripts	\$ 2,500.00
A401-A11	Other Expenses	A001-A10	Professional Fees	\$ 1,350.00
A401-A11	Other Expenses	A015-A14	Attorney Fees	\$ 7,000.00
A401-A11	Other Expenses	A406-G09	Other Exp. Public Def.	\$ 2,161.69
A401-A11	Other Expenses	A006-E11	Hosp. 911	\$ 5,274.66

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF TRANSFER
WITHING FUND FOR THE BELMONT COUNTY
DOG AND KENNEL FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas to make the following transfer within fund for the Belmont County Dog & Kennel Fund.

FROM	TO	AMOUNT
B000-B02 Salaries	B100-B10 Hospitalization	\$700.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY RECORDER**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds as follows:

FROM	TO	AMOUNT
S078-S05 Equipment	S078-S14 Hospitalization	\$401.84

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE BELMONT COUNTY
SHERIFF DEPARTMENT (S99) GRANT FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of January 3, 2001.

**S-99
BELMONT COUNTY SHERIFF PROJECT MOBILE GRANT FUND**

S099-S07	Other Expenses	\$ 2,641.42
----------	----------------	-------------

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE BELMONT COUNTY
SHERIFF DEPARTMENT (S99) GRANT FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of October 10, 2001.

S-99

BELMONT COUNTY SHERIFF PROJECT MOBILE GRANT FUND

S099-S07 Other Expenses \$ 9,028.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes

**IN THE MATTER OF AUTHORIZING
AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW FUND FOR BELMONT COUNTY
SEWER LINE EXTENSION PROJECTS BOND RETIREMENT**

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund entitled:

**BELMONT COUNTY FORCE MAIN EXTENSION PROJECTS
BOND RETIREMENT**

The following line items are needed:

Bond Payments
Interest Payment
Other Expenses
Transfers Out

Revenue:

Bond Proceeds
Other Receipts
Transfers In

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING
INTO CONTRACT BETWEEN BCDJFS
AND JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC.
/WIA AND OR OHIO OPTION**

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into a contract on behalf of the BCDJFS with JCCAC to coordinate activities required by the Workforce Investment Act and/or Ohio Option.

**CONTRACT BETWEEN THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
(BCDJFS)**

**AND
JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC. (JCCAC)
(CONTRACTOR)**

PURPOSE:

To coordinate activities required by the WorkForce Investment Act and/or Ohio Option. Activities will be coordinated with the Belmont County Department of Jobs and Family Services in collaboration with the WDA of Belmont County, at the direction of the WorkForce Investment Board (WIB).

**THE CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES
TO THE BCDJFS:**

Coordinate the implementation and operation of the WorkForce Investment Act and/or Ohio Option.

Under the direction of the WIB, prepare, modify, as needed, and submit the Strategic Five Year Local WorkForce Development Plan and the Youth Plan for the combined two county area. Finalization of preparation and modification shall be done only after inter-group communication with both WDA's.

Provide liaison between state and federal programs monitors. Coordinate WDA's response to the monitoring reports.

II. Gather and submit information to the WDAs to use for reporting to the WIB. On-site and desk reviews of the WDAs and subcontractors, as applicable, to ensure system integrity, validate internal controls, participant tracking systems and provide recommendations for enhanced system performance in both areas of

technological and WorkForce development activities/outcomes.

Provide written documentation of monitoring results to monitored agency, WorkForce Development Agency, and other entities as directed by the WDA.

III. Coordinate WorkForce Investment Board (WIB), Youth Council, a subcommittee of the WIB (YC), and One-Stop meetings.

- A. Maintain membership rosters for each group including mailing address, e-mail address, telephone numbers and fax numbers. Rosters shall be distributed to all members of each group with changes being distributed timely.
- B. Plan and Provide meeting materials as directed by the WDA's.
- C. Prepare a written agenda and minutes of WIB, YC and One-Stop meetings.

IN COOPERATION WITH THE WORKFORCE INVESTMENT BOARD, THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (BCDJFS) AGREES TO PROVIDE THE FOLLOWING:

BCDJFS agrees to cooperate and collaborate with Jefferson County Community Action Council, Inc. (JCCAC) to plan, implement and monitor the provision of services under this agreement.

BCDJFS agrees to maintain communication with Jefferson County Community Action Council, Inc. (JCCAC), on local WorkForce Development programs and related activities.

BCDJFS will coordinate with Jefferson County Community Action Council, Inc. (JCCAC), to accomplish the following:

Monitoring and reporting WIA performance for the one-stop system and its partners and contracted vendors.

Submitting all reported information to the Local WorkForce Investment Board and ODJFS.

Maintaining the Eligible provider list for the ITA system, per the direction of the Local WorkForce Investment Board.

EFFECTIVE DATE:

The effective date of this contract shall be October 1, 2001, upon approval and signature of all parties and continue through June 30, 2002. Contract may be extended one (1) year to June 30, 2003, upon agreement of both parties.

CONSIDERATION:

1. Jefferson County Community Action Council, Inc. shall submit invoices on a Monthly basis. Invoices shall be submitted to the Belmont County Department of Jobs and Family Services, to the attention of the Fiscal Officer. All such invoices shall contain the following information:
 1. Contractor name, address and Federal ID number.
 2. Billing period.
 3. Total amount of invoice.
 4. Authorized signature.
2. Payment by BCDJFS shall be made within fourteen (14) days of receipt of correct invoice.
3. Payment rate is \$3,339.67 per month.

EVALUATION AND MONITORING

The BCDJFS, with the cooperation of JCCAC, will complete periodic monitoring and evaluation activities as deemed necessary by the BCDJFS. The continuation of this contract shall be contingent upon the program objectives contained in the contract being achieved.

JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC. OBLIGATIONS

Jefferson County Community Action Council, Inc. shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

Jefferson County Community Action Council, Inc. shall not perform in any way inconsistent with the terms of this contract except as approved, in writing by the BCDJFS. Adjustment in the services to be provided may not be made without prior approval of the BCDJFS.

TERMINATION

Either party upon thirty (30) days written notice may terminate this contract for any reason.

Jefferson County Community Action Council, Inc. agrees that if the BCDJFS can document evidence that the Jefferson County Community Action Council, Inc. failed to comply with the terms of the contract, the BCDJFS has the right to cancel the contract upon the delivery of written notice of said noncompliance to the Contractor. The Contractor agrees that if breach of contract can be documented, the BCDJFS reserves the right to legal, administrative, and contractual remedies. Cancellation of the contract, for any reason, shall not relieve either party of any financial obligation owed to the other which occurs as a result of or during the course of the contract.

CONFIDENTIALITY

The Contractor agrees that he shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. The Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of BCDJFS and the State of Ohio.

ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign any interest, including subcontracting, in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of BCDJFS and subject to such conditions and provisions as BCDJFS may deem necessary.

INDEPENDENT CONTRACT

The Contractor 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 the agreement. The Contractor agrees that, as an independent contractor, contractor assumes all responsibility for any federal, state, municipal or other tax liabilities which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Jefferson County Community Action Council, Inc. certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

NONDISCRIMINATION

The Contractor may not, in the performance of this contract, discriminate against any employee who is employed in the work covered by this contract, or against any applicant for such employment and Contractor shall not discriminate against individuals because of race, color, religion, age, sexual preference, sex, handicap, or national origin.

RECORDS AND AUDITS

The Contractor agrees to maintain all books, records, documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor materials, equipment, supplies, and services as well, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract, and will follow all county, State of Ohio and Federal record retention policies regarding disposal.

INDEMNIFICATION

The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the BCDJFS harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including but not limited to costs and expenses, arising out of breach of contract, acts of omissions of the Contractor and findings for recovery relating to any and all audits.

AMENDMENTS

This Contract may be amended in writing. No amendment shall be effective until such date, as both parties have executed a written agreement.

MISCELLANEOUS

Any notice to the BCDJFS shall be sufficient if sent certified mail, return receipt requested, if such notice states that it is a formal notice related to the Contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

If there is any publicity releases or other public reference including media release, information pamphlets, etc., on the services provided under this contract, it will be clearly stated that the project is funded under the State of Ohio's WorkForce Investment Act.

In respect to the award and operation of this Contract, the BCDJFS and Contractor agree to comply with all applicable Federal and State laws. This Contract is to be construed, governed and enforced under the laws of the State of Ohio.

Performance of the contract by the BCDJFS is contingent upon availability of State and Federal Funds.

CONTRACT APPROVED BY:

Dwayne Pielech /s/
Dwayne Pielech, Director
Belmont County Department of Job and Family Services

10/10/01
Date

Robert J. Cutri /s/
Robert J. Cutri, Chief Executive Officer
Jefferson County Community Action Council, Inc.

10/9/01
Date

Approved as to form:
Robert Quirk /s/
Office of Prosecuting Attorney

10/10/01
Date

Upon roll call the vote was as follows:

Mr. Thomas

Yes

Mr. Olexo

Yes

IN THE MATTER OF DISCUSSION HELD
RE: DEPARTMENT OF JOB AND FAMILY SERVICES
WORKFORCE INVESTMENT ACT /YOUTH COUNCIL

Dwayne Pielech, Director Department of Job and Family Services came before the Board with an update of the Youth Council Board. Mr. Pielech stated, " There have been meetings and the by-laws have been approved. This list is a recommendation of five (5) persons and a liaison for the Commissioners to appoint to the Board. Jefferson County will appoint five and a liaison as well. We are requesting for your approval. Judge Costine and Mike Crawford are sometimes unable due to their schedule, to attend meetings and would like to have a designee be able to represent them. This Youth Council board will help administer the policy of the Board, the contract with Jefferson County and CAC. This is a group that is independent." Jack Cera, Deputy Director, Department of Job and Family Services, stated, "This is a very paperwork intensive system. An example is that Belmont Technical college is not approved as a whole, but each individual program is approved." Mr. Pielech stated, "WIA, Jefferson County and Belmont County will split the costs for this program." Commissioner Olexo asked if the amount being requested today would be split. Mr. Pielech stated it would not. The amount being requested from the Board (\$3,339.67) is Belmont County's share. He continued that there would be one or two persons designated just for the paperwork of this program.

Mr. Cera explained that the youth council is a subcommittee of the WIA Board under the BCDJFS. The council's job is to generate ideas for employment and training of at-risk youth with a goal of helping them to receive their high school diploma. Mr. Cera continued, "Programs must provide to the students such elements as mentoring, tutoring, or occupational job training."

Mr. Pielech stated, "Members come to meetings and are challenged. We are hoping to keep the members interested and active. Jason Wilson will be the chair." He continued that the next meeting would be Monday November 19, 2001 at 10:00 a.m. at Rayland.

IN THE MATTER OF APPOINTMENTS/
RE-APPOINTMENTS TO THE YOUTH
COUNCIL FOR THE WORKFORCE INVESTMENT BOARD

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following appointments/re-appointments to the Youth Council for the Workforce Investment Board.

1. Judge Mark Costine, or Designee
2. Mike Crawford, or Designee
3. Pat Dittoe
4. Susan Klempa
5. Susan Stobbs
6. Jack Cera

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING
AND SUBMITTING THE RELEASE OF ALL CLAIMS
FOR MARIETTA COAL COMPANY
RE: BELMONT COUNTY ROAD #4, SLIP REPAIR

Motion made by Mr. Thomas, seconded by Mr. Olexo to sign and submit the Release of All Claims in the amount of \$281,351.88 for Marietta Coal Company as a result of damages due to a land slip on December 7, 2000 on Belmont County Road #4.

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for the sole consideration of **Two Hundred Eighty-One Thousand Three Hundred Fifty-One and 88/100 -----Dollars (\$281,351.88)** paid to **Marietta Coal Company on behalf of the Belmont County Commission** do/does hereby and for my/our/its heirs, executors, administrators, successors, and assigns release, acquit, and forever discharge **Marietta Coal Company** and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of an from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty, or event which occurred on or about the **7th** day of **December, 2000**, at or near **Belmont County Road #4, Belmont County, Ohio.**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

