

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 April 18, 2001, were read, approved and signed.

**IN THE MATTER OF THE ALLOWANCE OF BILLS**                      **"BILLS ALLOWED"**  
**AS CERTIFIED IN THE AUDITOR'S OFFICE.**              The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, 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	Purpose	Amount
__American Electric Power	Service/Martins Ferry-MF Satellite	507.76
Manatron	Monthly contract srv/Auditor-Gen	11,477.40
Ohio Dept of Job & Family Services	1st Qtr Unemployment-General	68.53
Bob's Auto Body Sales, Inc.	Tires for van-General	76.50
Herb Kirkpatrick	Reimburse expenses-General	5.75
James Teasdale	Reimburse expenses-General	7.63
Veterans of Foreign Wars	Reimburse for flags-General	437.90
Ryan E. Olexo, Commissioner	Reimburse expenses-General	434.29
Darlene Pempek, Clerk	Reimburse expenses-General	195.80
Barry L. Koerber	Misc attorney fees-General	1,108.30
Paul B. Jefferis	Misc attorney fees-General	635.78
Design Studio	Carpet installation-Probate Court	1,902.54
D.Johnson Enterprises	Office supplies/E Gorence-Common Pleas	272.89
Pharmatech	Drug testing supplies-Common Pleas Grnt	269.50
NADA Appraisal Guides	Appraisal guides/Clk of Cts-Cert of Title	88.00
Xerox Corporation	Lease payment/Clk of Cts-Cert of Title	48.62
Xerox Corporation	Lease payment/Clk of Cts-Cert of Title	78.30
John Vavra	Reimb for education & mileage-West Comp	119.00
West Group Payment Center	March 2001 Westlaw-Western Computer	257.13
Lilienthal Southeastern	Computer receipts/Probate-Western Comp	86.84
ComDoc, Inc.	Film/Probate Ct-Western Computer	88.87
Kristi Lipscomb	Court reporter fee-Western Spec Proj	75.00
Crystal Springs	Water & cooler rental	12.55

**IN THE MATTER OF APPROVING**  
**RECAPITULATION OF VOUCHERS**  
**FOR THE GENERAL/SHERIFF'S FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the General Fund in the amount of \$13,541.95 and for the Sheriff's Department in the amount of \$12,511.69 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**  
**RECAPITULATION OF VOUCHERS**  
**FOR THE MAKENZIE BUILDING FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Makenzie Building Fund in the amount of \$1,090.01 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**  
**RECAPITULATION OF VOUCHERS**  
**FOR THE DOG & KENNEL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Dog & Kennel Fund in the amount of \$454.37 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**  
**RECAPITULATION OF VOUCHERS**

**FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Department of Job and Family Services Fund in the amounts of \$5,572.58, \$19,573.64 and \$13,840.68 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE PARK HEALTH CENTER/COUNTY HOME FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the County Home Fund in the amount of \$18,142.76 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE JUVENILE COURT C CAP FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Juvenile Court CCap Fund in the amount of \$780.17 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS FOR THE  
OAKVIEW JUVENILE REHABILITATION DISTRICT FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Oakview Juvenile Rehabilitation District Fund in the amount of \$2,080.90 dated for April 20, 2001.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING  
RECAPITULATION OF VOUCHERS  
FOR THE WESTERN DIVISION COURT COMPUTER FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the Western Division Court Computer Fund in the amount of \$661.00 dated for April 20, 2001.

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 VARIOUS  
JUVENILE COURT GRANT FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following transfers within fund for the various Juvenile Court Grant Funds.

**JUVENILE COURT'S INTAKE COORDINATOR FUND M062**

FROM	TO	AMOUNT
M062-M12 Advances Out	M062-M01 Salaries	\$183.23

**JUVENILE COURT'S PLACEMENT FUND M064**

M064-M05 Placements	M064-M01 Salaries	\$886.19
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**JUVENIEL COURT DRUG COURT II FUND M068**

M068-M12 Advances Out	M068-M01 Salaries	\$1,081.54
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER  
OF FUNDS FOR THE SHERIFF GENERAL FUND  
FROM THE COPS IN SCHOOL GRANT FUND  
TO THE SHERIFF DEPARTMENT GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer

of funds for the Belmont County Sheriff Department - Cops in School Grant Fund to the Sheriff Department General Fund.

FROM	TO	AMOUNT
T007-T01 Salaries	A006-A02 Salaries	\$41,773.20
T007-T02 PERS/SPRS	A106-A14 PERS/SPRS	6,976.12
T007-T03 Workers Comp.	A206-A14 Workers Comp.	1,253.20
T007-T04 Medicare	Y091-Y02 Medicare	605.71
T007-T05 Insurance	Y091-Y01 Insurance	4,186.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
A017-A00 Contingencies	A006-E11 Hospitalization/911	\$1,474.08
A017-A00 Contingencies	A206-A03 Housing of Prisoners	3,290.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BELMONT COUNTY  
RECYCLING AND LITTER FUND H50**

Motion made by Mr. Probst, 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 April 11, 2001.

**BELMONT COUNTY RECYCLING AND LITTER FUND  
H50**

H050-H02 Salaries	\$10,645.77
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE SHERIFF DEPARTMENT  
T07 BELMONT COUNTY COPS IN SCHOOL GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 April 20, 2001.

**T07 BELMONT COUNTY COPS IN SCHOOL GRANT FUND  
1999SHWXD457**

T007-T01 Salaries	\$41,773.20
T007-T02 PERS/SPRS	6,976.12
T007-T03 Workers Comp	1,253.20
T007-T04 Medicare	605.71
T007-T05 Health Ins.	4,186.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW  
JUVENILE REHABILITATION CONSTRUCTION FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 and April 11, 2001.

**OAKVIEW JUVENILE  
REHABILITATION CONSTRUCTION FUND**

N020-N05	Note Principal	\$ 23,733.89
N020-N06	Note Interest	500,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE JUVENILE COURT  
C-CAP DONATED FUND M055

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 April 20, 2001.

## M-55 JUVENILE COURT C-CAP DONATED FUND

M055-M09	Salaries	\$835.50
M055-M16	Victims of Crime	600.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW  
JUVENILE REHABILITATION DISTRICT FUND

Motion made by Mr. Thomas, seconded by Mr. Probst 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 April 20, 2001.

OAKVIEW JUVENILE REHABILITATION DISTRICT FUND

S030-S01	Salaries	\$106,810.80
S030-S02	Contracts	300.00
S030-S03	Medical	8,000.00
S030-S04	Food	10,463.23
S030-S05	Supplies	5,000.00
S030-S06	Motor Vehicle	2,500.00
S030-S07	Travel/Staff Devel	1,600.00
S030-S08	Communications	3,500.00
S030-S09	Fuels/Utilities	10,000.00
S030-S10	Maintenance/Rprs	7,200.00
S130-S10	Capital Repairs	0.00
S030-S12	Printing	1,000.00
S030-S13	General/Other	600.00
S030-S14	Equipment	0.00
S030-S15	Indirect Costs	0.00
S030-S16	PERS	0.00
S130-S16	Workers' Comp	0.00
S230-S16	Hospitalization	0.00
S330-S16	Unemployment	0.00
S430-S16	Medicare	0.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE BEL-HARRISON  
JUVENILE DISTRICT-GROUP HOMES FUND

Motion made by Mr. Olexo, seconded by Mr. Probst 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 April 20, 2001.

Bel-Harrison Juvenile District  
S031 Group Homes Fund

S031-G01 Salaries	\$15,630.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE DEPARTMENT OF HUMAN SERVICES  
CHILDREN SERVICES FUND S025

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 April 20, 2001.

S-25 BELMONT COUNTY DHS-CHILDREN SERVICES FUND 50

S025-S10 Transfers Out                      \$92,390.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE SHERIFF'S RESERVE  
ACCOUNT FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 April 20, 2001.

U10 SHERIFF'S RESERVE ACCOUNT

U010-U06 Other Expenses                      \$85.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW  
JUVENILE REHABILITATION DISTRICT/AFTERCARE GRANT FUND

Motion made by Mr. Thomas, seconded by Mr. Probst 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 April 20, 2001.

OAKVIEW JUVENILE REHABILITATION DISTRICT  
AFTERCARE GRANT FUND

S028-S01 Salaries	\$4,826.93
S028-S02 PERS	500.00
S028-S03 Hospitalization	392.80
S028-S04 Worker's Comp	781.77
S028-S06 Contract Service	5,100.00
S028-S09 Supplies	2,100.00
S028-S10 Other Expense	5,120.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE OAKVIEW JUVENILE  
AMERICORP GRANT FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 April 20, 2001.

OAKVIEW JUVENILE AMERICORP GRANT FUND

S029-S01 Living Allowance                      \$656.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE COMMUNITY BASED  
CORRECTIONS ACT GRANT FUND

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 April 20, 2001.

COMMON PLEAS COURT/  
COMMUNITY BASED CORRECTIONS ACT GRANT FUND

S077-S01 Salaries	\$9,900.75
S077-S02 Medicare	143.75
S077-S03 Automobile Expenses	502.75
S077-S05 Supplies	2,478.25
S077-S07 Communications	404.25
S277-S02 Hospitalization	1,630.50
S177-S02 P.E.R.S.	1,342.00
S377-S02 Workers's Comp	396.00
S077-S04 Rentals	660.00
Total	\$17,458.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION  
FOR COMMISSIONER THOMAS TO TRAVEL

Motion made by Mr. Olexo, seconded by Mr. Probst granting permission for Commissioner Mark A. Thomas to travel to Washington, D.C. on April 25, 2001 to attend the Bush Administration's briefing on National Energy Policy. Estimated expenses are: \$500.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF GRANTING PERMISSION  
FOR COMMISSIONER RYAN E. OLEXO TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Probst granting permission for Commissioner Ryan E. Olexo to travel to Washington, D.C. on April 25, 2001 to attend the Bush Administration's briefing on National Energy Policy. Estimated expenses are: \$275.00.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF AUTHORIZING  
AUDITOR JOSEPH PAPPANO TO ESTABLISH  
A NEW GRANT FUND FOR THE BELMONT COUNTY  
JUVENILE COURT DEPARTMENT

Motion made by Mr. Olexo, seconded by Mr. Thomas authorizing Belmont County Auditor Joseph A. Pappano to establish a new grant fund for the Belmont County Juvenile Court Department funded through the PRC program of the Department of Job and Family Services entitled:

BELMONT COUNTY  
SPIRIT PROGRAM

The following line items are needed:

- Salary
- PERS/SPRS
- Workers Comp
- Medicare
- Insurance
- Equipment
- Supplies
- Contracts

\*\*\* Receipt line items will be necessary for:  
Advances In

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing the signing and submittal of the following Quarterly Financial Report Form for the Belmont County Sheriff's Department.

Subgrant No. 1999-WF-VA1-8432  
Subgrant Title: Domestic Violence Investigation Project  
Report period ending:  
Inital Payment Request: \$1,875.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING  
AND APPROVING MINUTES**

Motion made by Mr. Olexo, seconded by Mr. Thomas to approve and sign the minutes of the regular Board of Commissioners' Meeting of April 4, 2001.

Upon roll call the vote was as follows;

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

**IN THE MATTER OF ENTERING  
INTO CONTRACT WITH MASTERMIND SYSTEMS, INC.  
FOR ENGINEERING STUDIES/SIGN INVENTORY AND INSPECTION/ENGINEERS**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following contract with Mastermind Systems, Inc. as the consultant to perform engineering studies and perform all necessary work for a "Sign Inventory & Inspection" for the Belmont County Engineer's Department.

**CONTRACT**

**THIS AGREEMENT**, made on the 20th day of April, 2001, by and between Belmont County, Ohio to be known hereafter as the County, and MasterMind Systems, Inc., 345 Rice St., Elmore, Ohio 43416, to be known hereafter as the Consultant, is hereby set out to terms and conditions. **WHEREAS**, the County desires to obtain a Consultant to perform engineering studies, and **WHEREAS**, the Consultant is capable of performing said engineering studies and has expressed a willingness to provide same.

**NOW THEREFORE**, the County and the Consultant, for the considerations hereinafter set forth, agree as follows:

**ARTICLE I-Scope of Work**

The consultant shall furnish all labor, materials, tools, machinery and appurtenances, necessary to perform all work in the execution of a "Sign Inventory & Inspection". In addition the consultant shall meet all requirements and specifications set forth in Addendum #1 to this contract.

**ARTICLE II - Length of Contract**

The work performed under the terms of this Contract shall commence as soon as possible and shall be completed on or before September 30, 2001.

**ARTICLE III - The Contract Sum**

The County, shall pay to the Consultant for the satisfactory performance of Contract as follows: Eighteen Thousand Four Hundred Eighty dollars (\$18,480.00) for Three Hundred Eight (308) miles of road to be inventoried.

In addition there are County maintained bridges on Township & City roads. Some or all of these bridges require County maintained signs. The consultant will be supplied a listing of these bridges and will be required to properly inventory all County maintained bridge signs.

The consultant will not be allowed to bill for any Township or City road miles logged when inventorying County maintained bridge signs. The cost for this service has been factored into the per County mile of road - unit cost.

**ARTICLE IV. - Payment of the Contract Sum**

The total sum of the Contract shall be paid by the County within thirty (30) days after all contracted work has been successfully completed, and the Consultant has submitted a written invoice. The County reserves the right to approve all work performed by the Consultant before payment can be made.

**PROVISION 1 - Security Agreement Disclaimer**

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other consideration contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State in conjunction with the County, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the County shall reimburse the Consultant for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items/products developed by the Consultant specifically for this project, shall become the property of the County.

**PROVISION 2 - Reporting Requirements**

Performance reports will be required to be submitted by the Consultant as frequently as required by the County. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output. (2) The reasons for slippage if established objectives are not met. (3) Additional pertinent information including analysis and explanation of cost overruns or high unit cost.

**PROVISION 3 - Patent Rights/Copyrights**

Neither the Consultant nor any of the Consultant's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other county for any product resulting from this agreement unless such disclosure is approved in writing by the County prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Consultant shall provide the County written authorization for the County and any other person, agency or

instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

**PROVISION 4 - Audit Practices**

The Consultant agrees access by the Federal, State, County, Township, or City government, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purpose of making audit, examination, exerpts, and transcriptions.

**PROVISION 5 - Equal Employment Opportunity (E.E.O.)**

The County and Consultant agree to abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

**PROVISION 6 - Labor Relations**

The County and Consultant agree to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR, Part 5).

**PROVISION 7 - Energy Policy**

The County and Consultant agree to apply 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).

**PROVISION 8 - Assurances regarding the Parent Agreement**

The provisions of this agreement include all of the terms and conditions and assurances of the parent agreement between the Ohio Department of Public Safety and Belmont County and is attached here as an Appendix. (Attach parent agreement.)

**PROVISION 9 - Record Retention**

The County and Consultant agree to retain all required records for three years after the final payment is made and all other pending matters are closed.

**PROVISION 10 - Negligence Disclaimer/Indemnification**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense one (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting thereof, and two (2) is caused in whole or in part by any negligent act or omission of the Consultant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County or its agents or employees by any employee of the Consultant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any Subcontractor under workmen's compensation. The obligation of the Consultant under this Paragraph shall not extend to the liability of the County, its agents or employees, arising out of one (1) the preparation or approval of maps, drawings, opinions, reports, survyes, change of orders, designs or specifications, or two (2) the giving of, or the failure to give, directions or instructions by the County, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

**PROVISION 11- Liability Disclaimer**

This agreement disclaims the Governor's Highway Safety Representative, the Ohio Department of Public Safety, Belmont County, and the Federal sponsor from liability for workman's compensation, F.I.C.A., unemployment compensation, "wages or material liens," or any other payment of any employer/employee relationship. It is understood that the Consultant is an independent contractor and that the County, its agents or employees are relieved from any obligation arising between an employer/employee relationship.

**PROVISION 12 - Line of Credit**

THAT the Consultant shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Prepared by: MasterMind Systems, Inc.

Funding provided in part of solely by the:

National Highway Traffic Safety Administration

Federal Highway Administration

Ohio Department of Public Safety

Office of the Governor's Highway Representative

The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of the Governor's Highway Safety Representative."

Any studies, evaluations, summaries, etc., published by the consultant under this contract shall include the above disclaimer.

**PROVISION 13 - Miscellaneous Terms**

The employees of the Consultant are not entitled to any of the benefits the County provides its employees. Moreover, it is understood that the Consultant is free to contract for similar services to be performed of other parties while he is under contract with the County.

**PROVISION 14 - Insurance**

Employer's Liability Insurance The Consultant shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees, as are not otherwise protected. A copy of Workmen's Compensation Certificate of the Consultant shall be submitted to the County. In addition the Consultant



shall submit to the County a valid Certificate of Liability Insurance with required coverages.

Compensation Insurance The Consultant shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Consultant shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded in the Consultant's Workmen's Compensation Insurance in case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute.

Contractor's Liability Insurance The Consultant shall procure at his sole expense and keep in full force and effect during the life of this contract, policy or policies of insurance which provide the following coverages:

1. Contractor's Public Liability Insurance providing coverage for property damage in an amount of not less than \$1,000,000.
2. Contractor's Public Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.
3. Vehicle Liability Insurance providing coverage for property damage in an amount of not less than \$1,000,000.
4. Vehicle Liability Insurance providing coverage for wrongful death or bodily injury in an amount of not less than \$500,000 per person and \$1,000,000 per incident.

Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance The Consultant shall either:

1. Require each of his Subcontractors to maintain during the life of this contract the Liability Insurance described above or in the alternative, secure coverage of the type and in the amounts specified above under his insurance policies to cover each Subcontractor; or
2. Insure activities under his policy, as specified herein.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement, as of the day, month, and year first above written.

Signed in the presence of:

FOR THE CONSULTANT:

Rebecca S? C? /s/  
Witness

Bruce Hickman /s/ Date 3/8/01  
Mr. Bruce Hickman (President)

FOR THE OWNER:

\_\_\_\_\_  
Witness

Fred F. Bennett /s/ Date 4/17/01  
Mr. Fred F. Bennett, P.E., P.S.  
Belmont County Engineer

Date: 4/20/01

Ryan E. Olexo /s/

Charles R. Probst, Jr. /s/

Mark A. Thomas /s/

County Commissioners  
Belmont County, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING  
THE HIRING OF WILLIAM ELLIS  
AS MAIL CLERK/MESSENGER-BCDJFS

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the hiring of William Ellis as Mail Clerk/Messenger for the Department of Job and Family Services effective April 30, 2001 based upon the recommendation of Director Dwayne Pielech and Mike Kinter, Human Resources Administrator.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR  
ADDITIONAL FUNDING FOR COMPUTER UPGRADE/  
SHERIFF'S DEPARTMENT

April 11, 2001

Belmont County Commissioners  
Courthouse  
101 W. Main St.  
St. Clairsville, Ohio 43950

RE: Request for Funding-Computer Upgrades/Sheriff's Office

Gentlemen:

As you are aware, the present computer system in place at this agency was installed when the building was opened in 1996. Since that time, due to increase usage, normal wear and tear, and new technology, several items of hardware and software have become obsolete and

incompatible.

A study of our system indicates that the cost to upgrade both equipment and software will be approximately \$7,220. Attached is a listing of those items which need to be replaced and/or upgraded. Allen Porter, Jail Administrator, indicates that \$4,000 of this cost can be covered through funds he has on hand.

Please accept this letter as our request for an additional \$3,220 to cover the remainder of this cost. Should you have any questions, please do not hesitate to contact us, and we will be happy to discuss the proposed upgrades with you.

Very truly yours,  
T.C. McCort /s/  
Thomas C. McCort, Sheriff

In response to the above request, the Commissioners sent the following correspondence to Sheriff McCort.

April 20, 2001

Thomas C. McCort  
Sheriff Belmont County  
68137 Hammond Road  
St. Clairsville, Ohio 43950

Dear Tom:

The Board of Commissioners has reviewed your correspondence of April 11, 2001 requesting additional funding for computer upgrades at the Sheriff's Office. At this time, the Board is unable to comply with your request.

We ask that you utilize other available sources of funding.

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/, President  
Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/

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

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:15 A.M.

Upon roll call the vote was as follows:

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