

St. Clairsville, Ohio

June 22, 2016

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 \$1,460,558.62

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers within fund for the following funds:

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G23.010 Supplies-Western	\$ 6,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G43.010 Supplies-Northern	\$ 6,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G63.010 Supplies-Eastern	\$ 6,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A15.012 Sheriff's Cruisers	\$ 5,000.00

S12 PORT AUTHORITY FUND

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S01.002 Salary	\$26,000.00
E-9799-S012-S07.000 Professional Services	E-9799-S012-S02.006 Hospitalization Ins.	\$3,800.00
E-9799-S012-S07.000 Professional Services	E-9799-S012-S08.003 PERS	\$4,900.00
E-9799-S012-S07.000 Professional Services	E-9799-S012-S09.004 Workers Comp	\$300.00
E-9799-S012-S07.000 Professional Services	E-9799-S012-S11.005 Medicare	\$350.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S60.000 Maintenance/Repairs	E-8010-S030-S55.010 Supplies	\$2,400.00
E-8010-S030-S60.000 Maintenance/Repairs	E-8010-S030-S57.000 Travel	\$200.00
E-8010-S030-S51.002 Salaries	E-8010-S030-S63.000 General & Other	\$2,000.00

W82 DRETAC-TREASURER FUND

FROM	TO	AMOUNT
E-1410-W082-T09.011 Contract Services	E-1410-W082-T04.000 Other Expenses	\$10,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

A00 GENERAL FUND AND THE O50 NOTE RETIREMENT-2014 WATER SYSTEM IMPROVEMENT FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$37,727.19

Various Oil & Gas Receipts—03/07/16 to 06/01/16

T10 WATER AND SEWER GUARANTEE DEPOSIT FUND AND VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$214.73
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$984.68
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 59.18
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$ 94.51

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of June 22, 2016:

GENERAL FUND

E-0131-A006-A10.000	Transport of Prisoners	\$101.00
E-0131-A006-A03.002	Salaries - Jail	\$91.75
E-0257-A015-A15.074	Transfers-Out	\$37,727.19

Various Oil & Gas Receipts—03/07/16 to 06/01/16

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$3,804.00
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E11 9-1-1 WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$21,701.77
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M64 PLACEMENT SERVICES-JUVENILE COURT FUND

E-0400-M064-M05.000	Placement Costs	\$11,226.16
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M67 ALTERNATIVE SCHOOL-JUVENILE COURT FUND

E-0400-M067-M01.002	Salaries	\$9,020.25
E-0400-M067-M02.003	PERS	\$3,000.00

AUDITORS/VARIOUS BOND FUNDS

E-9206-O009-O01.050	Principal Payment	\$3,243,892.00
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E-9206-O009-O04.000	Issuance Fees	\$71,002.00
E-9207-O010-O01.050	Principal Payment	\$3,281,363.25
E-9207-O010-O04.000	Issuance Fees	\$72,680.90

OAKVIEW JUVENILE/VARIOUS FUNDS

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,322.79
E-8012-S032-S00.000	Activity Fund	\$34.70

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of June 22, 2016:

OAKVIEW JUVENILE/VARIOUS FUNDS

E-8011-S030-S40.000	Grant Holding Account	\$15,770.00
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Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 15, 2016 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:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **OIL & GAS RECEIPTS/GENERAL FUND-\$165.03** deposited into R-0050-A000-A02.500 on 03/07/16, **\$35.59** deposited into R-0050-A000-A02.500 on 03/07/16, **\$10,000.00** deposited into R-0050-A000-A02.500 on 03/15/16, **\$169.77** deposited into R-0050-A000-A02.500 on 04/06/16, **\$169.87** deposited into R-0050-A000-A02.500 on 05/03/16, **\$124.93** deposited into R-0050-A000-A02.500 on 06/01/16, **27,062.00** deposited into R-0050-A000-A02.500 on 06/01/16. **TOTAL \$37,727.19**
TRANSFER FROM GENERAL FUND TO O50 BOND FUND-\$37,727.19 on 06/22/16.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
DJFS-Michael Schlantz to Columbus, OH, on June 24, 2016, for CFIS training. A county vehicle will be used for travel. Estimated expenses: \$12.00
SENIOR SERVICES-Valerie Forst to Coshocton County on July 26, 2016, for a senior outing. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 15, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF AUTHORIZING THE CLERK TO ESTABLISH DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING FOR BELMONT COUNTY BUDGET FOR FY2017

Motion made by Mrs. Favede seconded by Mr. Coffland to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2017, pursuant to O.R.C. 5705.28.
Note: The hearing will be held Wed., July 13 at 10:00 a.m.

NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 13th day of July, 2016 at 10:00 o'clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2017. Such hearing will be held at the office of the Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.

Jayne Long /s/
 Jayne Long, Clerk
 Belmont County Board of Commissioners

ADVERTISE TIMES LEADER, JUNE 26, 2016 (ONE SUNDAY)

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF AUTHORIZING THE HIRING OF
KEVIN CECIL AS FULL-TIME DRAFTSMAN II/SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hire Kevin Cecil as Full-Time Draftsman II for the Belmont County Sanitary Sewer District effective June 27, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE
PURCHASE OF PERFORMANCE OF SERVICES CONTRACT
BETWEEN BCDJFS AND CINDY BACON FOR FAMILY
TEAM MEETING FACILITATOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of \$18,000.00, effective July 1, 2016 through June 30, 2017 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator**

Whereas, this contract, entered into on this **1st** day of **July, 2016**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, 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 Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Cindy Bacon
124 N. Main Street
St. Clairsville, OH 43950
740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2016. 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, 2017.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.

11. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide the room and supplies necessary for the Family Team Meetings to occur.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

E. Performance Reporting

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor (\$35) thirty-five dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 54¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$35	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

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

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$17,000
Travel and Expense	\$1,000
TOTAL COST:	\$18,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$18,000

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services.

- Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.
- X AUDIT RESPONSIBILITY AND REPAYMENT**
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 will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.
If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.
Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.
- XI DISPOSITION OF ASSETS**
Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.
- XII WARRANTY**
Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- XIII INSURANCE**
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, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.
- XVI CONFIDENTIALITY**
Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.
- XVII CONFLICT OF INTEREST AND DISCLOSURE**
Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. 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. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.
Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.
Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.
- XVIII COMPLIANCE**
Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.
Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.
- XIX RELATIONSHIP**
Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the BCDJFS.
- XX ASSIGNMENTS**
Contractor shall not assign this contract without express, prior, written approval of Purchaser.
- XXI SUBCONTRACTS**
Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.
In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.
- 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 other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the

effective date of the 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.

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

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

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.

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 permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to 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, 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. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

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

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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.

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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).

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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).

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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

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

SIGNATURES

Vince Gianangeli /s/
Vince Gianangeli, Director

6-1-16
Date

Belmont County Department of Job and Family Services

<u>Matt Coffland /s/</u>	<u>6-22-16</u>
Matt Coffland, Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>6-22-16</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-22-16</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Cindy Bacon /s/</u>	<u>5/31/16</u>
Cindy Bacon	Date
Approved as to form:	
<u>David K. Liberati /s/ assist</u>	<u>6-16-16</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON TO PROVIDE KINSHIP SUPPORT SERVICES (HOMESTUDIES)

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of \$18,000.00, effective July 1, 2016 through June 30, 2017 to provide Kinship Support Services (homestudies) for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Kinship Support Services**

Whereas, this contract, entered into on this **1st** day of **July, 2016**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, 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 Kinship support services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Cindy Bacon
124 N. Main Street
St. Clairsville, OH 43950
740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2016. 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, 2017.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V SCOPE OF WORK

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

A. Contractor Responsibilities

13. Contractor will initiate and complete Kinship homestudies as assigned by Program Administrator. Homestudies will be completed using format approved and recommended by the Protect Ohio consortium. Homestudies will be completed within 30 days of referral, unless due to circumstances beyond control of Contractor.
14. Contractor does not have direct line responsibility for the case.
15. Contractor will arrange and provide support services to Kinship Providers to help maintain the placement. These services will be individualized and identified on treatment plan and will adhere to case plan objectives. Cases will be assigned by Program Administrator.
16. Contractor will meet with assigned Kinship Providers on at least a monthly basis.
17. Contractor will document all contacts with the Kinship Provider and provide documentation to the assigned caseworker on a monthly basis.
18. Contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Kinship Support Services.
19. Contractor agrees to provide agency with an emergency contact number.

20. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
21. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
22. Contractor shall meet all service requirements of this contract.
23. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
24. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

C. Purchaser Responsibilities

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Contractor will schedule and complete homestudies within 30 days. Contractor will meet with the Kinship Caregivers at least once a month.

E. Performance Reporting

6. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
7. Agency agrees to compensate contractor (\$35) thirty-five dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
8. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
9. Agency agrees to reimburse Contractor at a rate of 54¢ per mile for travel for homevisits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
10. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.

6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$35	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**. All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

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

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$16,000
Travel and Expense	\$2,000
TOTAL COST:	\$18,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$18,000

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

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

XIII INSURANCE

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. 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. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

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 supercedes 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 other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the 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.

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

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the BCDJFS against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

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.

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 permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to 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.

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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

Contractor will follow 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
Matt Coffland /s/
Matt Coffland, Belmont County Commissioner
Ginny Favede /s/
Ginny Favede, Belmont County Commissioner
Mark A. Thomas /s/
Mark A. Thomas, Belmont County Commissioner

6-1-16
Date
6-22-16
Date
6-22-16
Date
6-22-16
Date

Cindy Bacon /s/
Cindy Bacon
Approved as to form:
David K. Liberati /s/
Belmont County Prosecutor

5/31/16
Date
6-16-16
Date

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION
PRESIDENT TO SIGN THE PASSPORT PROVIDER AGREEMENT WITH
AREA AGENCY ON AGING REGION 9 ON BEHALF OF SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Passport Provider Agreement with Area Agency on Aging Region 9; Contract No. 498399193, effective 7/1/16-6/30/18, on behalf of Senior Services of Belmont County.

PASSPORT Provider Agreement
July 1, 2016 through June 30, 2018

This Agreement is entered into by and between Area Agency on Aging Region 9, Inc. (hereinafter "ODA's Designee"), located at 1730 Southgate Parkway, Cambridge, OH 43725, and Belmont County dba Senior Services of Belmont County (hereinafter "Provider"), located at 45240 National Road, St. Clairsville, OH 43950. ODA's Designee and Provider, together, are referred to in this Agreement as "the Parties." The purpose of this Agreement is to define the terms and conditions under which the Provider is to furnish and invoice ODA's Designee for the community-based long-term care services that the Provider furnishes through the PASSPORT program that ODA's Designee administers on behalf of the Ohio Department of Aging (hereinafter "ODA").

The Parties agree as follows:

Article I: Effective Dates of this Agreement

This Agreement shall be effective as of the date it is signed by both parties, and shall remain in effect through June 30, 2018, unless amended or terminated, as described in Article XII of this Agreement.

All provisions in this Agreement that by their terms must necessarily be performed after the termination or expiration of this Agreement (e.g., HIPAA, records retention, auditing requirements, etc.) shall survive such termination or expiration.

Article II: Medicaid Provider Agreement

This Agreement is not enforceable against ODA's Designee unless and until the Provider enters into a valid Medicaid Provider Agreement with the Ohio Department of Medicaid (hereinafter "ODM"), under section 5164.30 of the Revised Code and rule 5160-1-17.2 of the Administrative Code. The terms of the Medicaid Provider Agreement are incorporated by reference into this Agreement, as if fully rewritten herein. If, at any time during the course of this Agreement, the Provider's Medicaid Provider Agreement is terminated or suspended by the Provider or ODM, this Agreement shall also be terminated or suspended, and no services furnished by the Provider under this Agreement after the termination, or during the suspension, of the Medicaid Provider Agreement shall be eligible for payment under this Agreement.

Article III: Statement of Work

A. The Provider shall furnish home and community-based services to Participants in the state and federal-funded components of the PASSPORT program. The Provider shall furnish only those services that it is certified to furnish by ODA; that are listed in Article III, Paragraph B. of this Agreement; and that have been authorized by a program Participant's case manager in an approved service plan. When providing the services for which payment is made available under this Agreement, the Provider shall comply with the terms of this Agreement and with all state and federal laws, regulations and policies applicable to the furnishing of the services provided, and with the terms of the Provider's Medicaid Provider Agreement with ODM. Said laws, regulations, and policies shall include, but shall not be limited to, the Conditions of Participation found in rule 173-39-02 of the Administrative Code, and any rule in Chapter 173-39 of the Administrative Code that regulates a service that ODA has certified the Provider to furnish.

Services that are not provided in compliance with the terms of this Agreement, with all state and federal laws, regulations and policies applicable to the furnishing of those services, and with any applicable terms of the Provider's Medicaid Provider Agreement with ODM, are not eligible for payment under this Agreement.

Provider shall furnish services under this Agreement without regard to the race, creed, color, age, national origin, sources of payment, or handicap of the service recipient.

B. Service Name Geographic Area To Be Served Unit Rate
Refer to Attachment A

C. The Provider does not have the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without written consent from ODA's Designee.

Article IV: Payment

A. The Provider shall provide, and may request payment for, only those specific services that have been authorized by ODA's Designee in an approved service plan of care. The Provider may not provide, or request payment from ODA's Designee for, more than the amount of a specific service that is authorized in a Participant's approved service.

B. Except as otherwise provided in this Agreement, ODA's Designee shall pay the Provider on a monthly reimbursement basis for only those authorized services that are actually received by the Participant.

1. The amount of reimbursement paid to the Provider shall be the amount of authorized services actually received by the Participant, multiplied by the unit rate specified in Article III, Paragraph B, of this Agreement.

2. Reimbursement by ODA's Designee is contingent upon the conditions of this Agreement having been met, and upon funds being made available to ODA's Designee by ODA.

C. ODA's Designee must be the last payer to receive and adjudicate the Provider's claims for payment for any services provided under this Agreement.

1. Any payment due under this Agreement is subject to the restrictions outlined in rule 5160-1-08 of the Administrative Code that apply to reimbursement for Medicaid services.

2. Provider must comply with the requirements of rule 5160-1-08 of the Administrative Code, insofar as the collection of third-party benefits is concerned, prior to billing ODA's Designee for the services furnished to a program Participant.

a. Provider shall ascertain and recoup any third-party benefits available to the Participant prior to invoicing ODA's Designee for any services the Participant received.

i. Provider shall review the Participant's Ohio Medicaid card and the Ohio Medicaid Information Technology System (hereinafter "MITS") for evidence of third-party benefits.

ii. Provider shall also request information from the Participant, or the Participant's authorized representative about any third-party benefits that are available to the Participant.

b. If the Participant's Medicaid card and MITS do not indicate third-party coverage, and if the Participant or the Participant's authorized representative, specifies no third-party coverage, the Provider may submit a claim to ODA's Designee.

c. If the Participant's Medicaid card or MITS indicates that third-party benefits are available to the Participant, or if the Participant, or the Participant's authorized representative, indicates to Provider that third-party benefits are available, Provider shall take the reasonable measures described in paragraph (D) of rule 5160-1-08 of the Administrative Code to obtain all third-party payments and file all third-party claims prior to submitting an invoice to ODA's Designee. If Provider has gone through the reasonable measures described in paragraph (D) of rule 5160-1-08 of the Administrative Code to obtain all third-party payments and file claims with all third-party payers, but has not received payment from a

third-party payer, or who has gone through reasonable measures and received a partial payment, Provider may submit a claim to ODA's designee for the balance of any claim that remains due.

- D. Provider shall accept the payment allowed under this Agreement as payment-in-full and, except as required in paragraph (C)(2) of this Article IV., shall not seek reimbursement for those services from the Participant to whom the services were provided, from any member of the Participant's family, or from any other person.
- E. In the event the Provider is paid for services that are not allowable, or that are not reimbursable under the terms of this Agreement, or State or Federal law, the amount of the overpayment will be collected by the State of Ohio in a manner consistent with sections 5164.57 or 5164.58 of the Revised Code.
- F. For purposes of Article IV.:
1. "Authorized service" means a service provided to a Participant in amounts approved by ODA's Designee, in the Participant's authorized service plan.
 2. "Third party" is as defined in section 5101.571 of the Revised Code.
 3. "Third-party benefits" means any health care service available to a Participant through any medical insurance policy, or through some other resource that covers medical benefits, and the payment of those services is either completely the obligation of the third party or in part the obligation of the Participant, the third party payer and/or Medicaid. Examples of a third-party benefit include private health or accidental health insurance, Medicare, CHAMPUS or worker's compensation.
 4. "Third-party payments" means payments received from a third party payer.
 5. "Third-party payer" means an entity, other than the Medicaid or Medicare programs, responsible for adjudicating and paying claims for third-party benefits provided to eligible program Participants.
 6. "Service plan" means the written service plan that outlines the services that a case manager authorizes the Provider to furnish to a Participant, regardless of the funding source for those services.

Article V: Option for Reassignment of Claims and Collection of Client Liability

The Provider chooses to have ODA's Designee assigned as the Provider's payer of claims for those services that Provider has furnished to Participants enrolled in the Medicaid waiver-funded component of the PASSPORT program:

- () Yes If the Provider chooses this option (as indicated by a check mark to the left, and initials below), the Provider shall submit an invoice to ODA's Designee for all eligible services furnished by Provider to Participants enrolled in either the state-funded or Medicaid waiver-funded component of the PASSPORT program. The Provider shall submit the invoice in a format prescribed by ODA's Designee, and in the timeframe provided for below. Except as otherwise provided in this Agreement, ODA's Designee shall reimburse the Provider for all authorized services that the Provider furnishes to PASSPORT program Participants in accordance with this Agreement. In addition, ODA's Designee shall accept full responsibility to collect and verify that the Participants' client liability payments, if any, have been paid.
- Provider understands that services provided to Participants enrolled in the Medicaid waiver-funded component of the PASSPORT program are Medicaid-funded services. Further, the Provider understands that in order to receive federal reimbursement, invoices for all services charged to the Medicaid program are required by law to be submitted to ODM within 365 days of the date on which the services were provided - regardless of whether the invoices are submitted to ODM by the Provider directly, or on behalf of the Provider by ODA's Designee. Therefore, in consideration of the agreement by ODA's Designee to serve as the Provider's payer of Medicaid waiver service claims, the Provider agrees to submit all of its invoices to ODA's Designee within 180 days of the date the invoiced services were furnished by the Provider. The Provider understands and accepts that ODA's Designee shall not reimburse Provider for any services invoiced more than 180 days after the date on which the services were provided.

GF /s/ Initials

- () No If the Provider chooses this option (as indicated by a check mark to the left, and initials below), the Provider shall invoice ODA and ODM separately, for any eligible services provided to Participants enrolled in the PASSPORT program, as follows:
- A. With regard to any eligible services provided to a Participant enrolled in the Medicaid waiver-funded component of the PASSPORT Program, Provider shall:
 1. Verify the client liability payments due, if any, for each Participant to whom Medicaid waiver-funded PASSPORT services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODM for payment;
 2. Within 365 days after the date on which the services were furnished, invoice ODM for all eligible services furnished, using the invoice format prescribed by ODM; and,
 3. Attempt to collect the amount of the client liability payment owed by the program Participant from the program Participant.
 - B. With regard to any eligible services provided to a Participant enrolled in the state-funded component of the PASSPORT Program, Provider shall:
 1. Verify the client liability payment due, if any, for each Participant to whom state-funded services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODA's Designee for payment;
 2. Within 180 days after the date on which the services were furnished, invoice ODA's Designee for the services furnished using the invoice format prescribed by ODA's Designee; and,
 3. Attempt to collect the amount of the client liability payment owed by the program Participant from the program Participant.

_____ Initials

Article VI: Monitoring

- A. The Provider understands that it shall be monitored periodically by one or more representatives of ODA's Designee, or ODA, and may be audited by representatives of the State of Ohio and/or the United States government. The monitoring and auditing shall be conducted to determine whether the Provider's activities and obligations are being carried out as specified by this Agreement and in accordance with all applicable state and federal laws and regulations. Monitoring activities shall be conducted in accordance with OAC Chapter 173-39 of the Administrative Code and may include, but are not limited to, on-site observations, review of records, and interviews with Provider staff and/or Participants.
- B. Provider shall cooperate with the monitoring and auditing processes described in Paragraph A. of this Article VI., and shall provide the monitors and reviewers with reasonable access to Provider staff, Participants, program data and other related information, as requested. The Provider shall respond within timeframes specified by law to any issues identified through the monitoring and auditing processes.
- C. To the extent the Provider is not a self-employed provider with any other employees; the provider shall have a system in place that effectively monitors the delivery of services by its employees in a manner consistent with Division (C) of section 121.36 of the Revised Code.

Article VII: Records and Documents

- A. The Provider must ensure that proper documentation exists for any units of service furnished and invoiced by the provider.
- B. The Provider shall maintain all records necessary to fully disclose the extent of services provided, and to document its compliance with this Agreement. The provider will maintain such records for a period of six years from the date of receipt of any payment based upon those records or, if an audit of the Provider by the State of Ohio or the United States government is begun within that six year period, until the audit is completed, whichever date is later.
- C. The Provider shall not use any information, systems, or records that ODA's Designee or the State of Ohio makes available to the Provider under this Agreement for any purpose other than to fulfill its obligations under this Agreement. Further, the Provider agrees to comply with all applicable state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded, which include, but are not limited to, 42 CFR 431.300 through 42 CFR 431.306; 45 CFR Parts 160, 162, and

164: sections 5160.45 to 5160.481 of the Ohio Revised Code, and any regulations adopted thereunder. The Provider shall incorporate the requirements of this paragraph in all subcontracts for work completed under this Agreement.

Article VIII: Confidentiality

Provider shall be knowledgeable about and comply with all applicable federal and state laws establishing privacy/confidentiality requirements for the provision of services through the PASSPORT program, including: the "Health Insurance Portability and Accountability Act of 1996" ("HIPAA"); HIPAA regulations set forth in 45 C.F.R. parts 160 and 164; the Medicaid requirements set forth in 42 C.F.R. 431.300 to 431.306; sections 5160.45 to 5160.481 of the Revised Code; and this Agreement

Provider shall not use or disclose any information, systems, or records made available to Provider under this Agreement for any purpose other than to fulfill its obligations under this Agreement.

Provider shall not disclose any information regarding a Participant in the PASSPORT program for any purpose not directly connected with the Provider's administration of the Program, unless disclosure is permitted by section 5160.45, 5160.47 of the Revised Code, by administrative rules authorized by section 5160.48 or 5160.481 of the Revised Code, or when required by federal law.

Provider shall take reasonable steps to safeguard information about Participants in the PASSPORT program, including each Participant's name and address; information about the services provided to the Participant; the Participant's social and economic conditions; any information related to an assessment of the Participant's personal information; the Participant's medical data, including diagnosis and past history of disease or disability; any information received to verify the Participant's income, income eligibility and amount of medical assistance payments; any information received in connection with the identification of legally liable third party resources and any client liability payments; and the Participant's social security number.

In fulfilling its obligations under this Agreement, Provider agrees that Provider, its employees, and any subcontractors or business associates of the Provider are all bound by the same standards of confidentiality that apply to employees of ODA's Designee and of the State of Ohio.

Provider assumes responsibility for ensuring compliance with these standards of confidentiality by its employees, subcontractors, and business associates.

Provider acknowledges that its failure to comply with the confidentiality requirements of this Article and section 5160.45(B) of the Revised Code may result in the termination of this Agreement, and the imposition of criminal penalties under section 5160.99 of the Revised Code.

Article IX: Equal Employment Opportunity

A. In carrying out this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, age, disability or military 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, gender, age, disability, or military status.

B. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider shall comply with all applicable federal and state non-discrimination laws. The Provider shall, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, age, disability or military status.

The Provider shall incorporate the prohibitions and requirements of this Article in all subcontracts for work completed under this Agreement.

Article X: Debarment and Suspension

By entering into this Agreement, Provider certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any state or federal department or agency. For purposes of this agreement, the term "principal" is defined as an officer, director, owner, partner, principal investigator, or other person within the Provider's organization with management or supervisory responsibilities related to the provision of services under this Agreement, or a consultant or other person who occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the services authorized for reimbursement under this Agreement.

Article XII: Amendment, Suspension and Termination of this Agreement

A. This Agreement may only be amended through a written instrument signed by both parties. It is agreed, however, that any amendments to the statutes, or regulations referenced herein shall result in the correlative modification of this Agreement, without the necessity for executing a written amendment.

B. This Agreement may be terminated by the Provider at any time by providing ODA's Designee with 30 days prior written notice of the Provider's decision to terminate the Agreement.

C. This Agreement is subject to the continued certification of the Provider by ODA and the maintenance of a Medicaid provider agreement with ODM. This Agreement shall terminate immediately if, at any time during the term of this Agreement, the Provider ceases to be certified by ODA to provide the services described in Article III, Paragraph B, of this Agreement, or if the Provider's Medicaid Provider Agreement with ODM is terminated by ODM as described in Article II of this Agreement.

D. This Agreement is subject to the continued designation of ODA's Designee, and to the continued availability of funding from the State of Ohio. The obligations of the State of Ohio and ODA's Designee under this Agreement shall terminate immediately if, at any time during the course of this agreement, ODA's Designee is de-designated by ODA, or funds cease to be available from the State of Ohio or ODA for the purposes of reimbursing costs under this Agreement.

E. In the event termination of this Agreement occurs pursuant to paragraphs C. or D. of this Article XII, ODA's Designee shall send a written notice to provider specifying the reasons for the termination as soon as possible after the termination, in accordance with the notice procedures described in Article XIII of this Agreement.

Article XIII: Notice Requirements

Any notice required to be provided under this Agreement shall be hand delivered or sent by first class United States mail, postage prepaid, and addressed as follows:

- A. If to ODA's Designee: Area Agency on Aging Region 9, Inc.
1730 Southgate Parkway
Cambridge, OH 43725
Attn: James Endly, Executive Director
- B. If to the Provider: Belmont County dba Senior Services of Belmont County
45240 National Road
St. Clairsville, OH 43950
Attn: HIPAA Compliance Officer

Article XIV: Partial Invalidity

A judicial or administrative finding, order, or decision that any part of this Agreement is illegal or invalid shall not invalidate the remainder of this Agreement.

Article XV: Waiver

The failure of either party at any time to demand strict performance by the other party of any of the terms of the Agreement will not be construed as a waiver or relinquishment of any such term, and either party may at any later time and without prior notice demand strict and complete performance by the other party of such a term.

Article XVI: Controlling Law

This Agreement, and the rights of the Parties hereunder, shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder. IN WITNESS WHEREOF, the parties have affixed their signatures.

Ginny Favede /s/
Signature
Ginny Favede
Printed Name
Title: President
6-22-16
Date

James c. Endly /s/
Signature
James Endly
Printed Name
Title: Executive Director
6-15-16
Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR M.K. PAINTING, INC./SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #1 for M.K. Painting, Inc. in the amount of \$18,000, for the Cook Water Storage Tank Recoating Project, based upon the recommendation of Kelly Porter, BCSSD Director. This is for additional work on defective areas inside the tank that need welding and epoxy coating and will be paid out of the N-82 fund.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE LEASE AGREEMENTS FOR USE OF THE COMMON AREA AT THE OHIO VALLEY MALL/SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the License Agreements as needed for use of the common area at the Ohio Valley Mall for the monthly Mall Education Days offered by Senior Services of Belmont County for the months of July, August, September, October, November and December, 2016.

LICENSE AGREEMENT

Exhibitor's Agreement

This License Agreement is made and entered into Wednesday, June 22, 2016, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 445040186 ("Licensor") and Senior Services of Belmont County having offices at 45240 National Road, St. Clairsville, Ohio 43950 ("Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on **(July 5, 2016 and expires on July 5, 2016), (August 2, 2016 and expires on August 2, 2016), (September 6, 2016 and expires on September 6, 2016), (October 4, 2016 and expires on October 4, 2016), (November 1, 2016 and expires on November 1, 2016) and (December 6, 2016 and expires on December 6, 2016)**, unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in Senior Education Day trade show. Licensee's participation is titled, categorized, or described as follows: Educational Program and shopping

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of coinsurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or any consumer transported and on a SSOBC recreational outing. Such insurance shall name Licensor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against the Licensor in the event of any loss. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. In addition to securing insurance as provided for in this License Agreement, Licensee shall be responsible to Licensor for injuries and liabilities in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required, or arising directly or indirectly from any negligent acts or omissions by the Licensee, its servants, employees, agents or contractors. Licensor shall have the right, but not the duty to cooperate with Licensee's counsel to conduct the defense of Licensee, and to otherwise participate through legal counsel at its own expense in any trial, appeal, or settlement negotiations and agreements. Licensee shall give Licensor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity, as soon as Licensee obtains notice or knowledge thereof and shall give Licensor like notice of each and every further development.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

18. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

	LICENSOR:	
	By:	
	Its:	
	LICENSEE	
<i>Bonnie Zuzak /s/</i>	By:	<i>Ginny Favede /s/</i>
	Its:	President

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 16-3 BRIDGE REHABILITATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 16-3 **Bridge Rehabilitation Project** based upon the recommendation of Fred Bennett, County Engineer, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:15 A.M. (Local Time) Wednesday, July 13, 2016** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 16-3, BEL 92-2.65 BRIDGE REHABILITATION PROJECT**, then at said office publicly opened and read aloud. This project is for the rehabilitation of a steel truss bridge on CH 92 over the south fork of Captina Creek in Wayne Township.

Copies of specifications and bid forms may be obtained at the Commissioner's office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows: A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. **The owner intends and requires that this project must be completed by October 14, 2016.**

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

By order of the Board of Commissioners
of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays, June 28, 2016 and July 5, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING THE RELEASE OF THREE (3) ROAD USE MAINTENANCE AGREEMENTS/SUMMIT MIDSTREAM

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the release of three (3) Road Use Maintenance Agreements (RUMA) dated December 29, 2015, from Summit Midstream Utica's, LLC for the use of 0.34 miles of CR 4 (Willow Grove Road), 1.9 miles of CR 30 (Dixon Hill Road) and 1.25 miles of CR 214 (Bellaire High Ridge Road), per Fred Bennett, Belmont County Engineer.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH ASCENT RESOURCES-UTICA,LLC/SEABRIGHT CLR BL WELL PAD

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Ascent Resources-Utica, LLC, effective June 22, 2016 for the purpose of "Drilling Activity" at 0.44 miles (2,350 feet) of CR 18 (Chermont Road) at the Seabright CLR BL Well Pad Site.

Note: Bond not required per County Engineer Fred Bennett. Ascent Resources-Utica LLC has already paved the road.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and ASCENT RESOURCES - UTICA, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Colerain Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**SEABRIGHT CLR BL WELL PAD SITE**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**SEABRIGHT CLR BL WELL PAD SITE**] (hereafter collectively referred to as "oil and gas development site") located in Colerain Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.44 miles (2,350 feet) of CR 18 (Chermont Road) for the purpose of ingress to and egress from the [**SEABRIGHT CLR BL WELL PAD SITE**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**SEABRIGHT CLR BL WELL PAD SITE**] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 18 (Chermont Road), to be utilized by Operator hereunder, is that exclusive portion beginning at US 250 (Colerain Road) and extending north 0.44 miles (2,350' feet) ending at the lease road for the [SEABRIGHT CLR BL WELL PAD SITE] located at coordinates (NAD 83) 40.107305 N; 80.807482 W. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 18 (Chermont Road) for any of its Drilling Activities hereunder.

2. The portion of said road and bridges and their appurtenances to be used by Operator shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and

bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of _____ & 00/100 DOLLARS (\$ _____ .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on June 22, 2016.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/

Ginny Favede, Commissioner

By: Matt Coffland /s/

Matt Coffland, Commissioner

By: Mark Thomas /s/

Mark Thomas, Commissioner

Fred f. Bennett /s/

Fred Bennett, County Engineer

Dated: 6-22-16

Approved as to Form:

David K. Liberati /s/ assit pros.

Operator

By: Jeff B. Beck

Printed name: Jeff B. Beck

Company Name: Ascent Resources – Utica, LLC

Title: Field Superintendent – Road Infrastructure

Management

Dated: 6/16/16

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING CHANGE ORDER #1 FROM PANHANDLE CLEANING & RESTORATION/DKI/COURTHOUSE ATTIC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #1 from Panhandle Cleaning & Restoration/DKI of Wheeling in the amount of \$10,833.90 for a platform and cover built over the glass dome during the cleaning of the Courthouse attic; revised project cost \$60,786.90.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE DANGEROUS WILD ANIMAL RESPONSE TEAM (DWARD) NOMINATION FORMS

Motion made by Mrs. Favede, seconded by Mr. Thomas to approve the signing and submittal of the initial Dangerous Wild Animal Response Team (DWARD) Nomination Forms to the Ohio Department of Agriculture for approval per ORC 935.28 for the following appointments, effective July 1, 2016 through June 30, 2017:

<u>Member Type</u>	<u>Member's Name/Organization</u>
Law Enforcement	Sgt. Tom Duvall, Bel. County Sheriff's Dept.
Fire	Jack Regis, Jr., Martins Ferry Fire Dept.
Emergency Management	Dave Ivan, Belmont County EMA
Health	Rob Sproul, Belmont County Health Dept.
Media	D.K. Wright, WTRF TV Channel 7
Elected Official	Matt Coffland, Commissioner
Dangerous Wild Animal Owner	Tom Absalom, Martins Ferry
Veterinarian	Robert Carr, DVM, Martins Ferry Animal Hosp.
Animal Control	Angela Hatfield, Bel. Co. Animal Shelter
Reptile Specialist	Jack Sall, Snake Expert
Belmont County 911	Bryan Minder, Belmont County 911

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

Note: This motion was rescinded later in the meeting due to unforeseen circumstances and was redone.

OPEN PUBLIC FORUM- Mike Bianconi questioned the need for Belmont County to have its own building department. He said in the 1990's, when he was a commissioner, a lot of new construction was going on and the State did the inspections and did a good job. He said Washington County seems to be doing a good job as well. He feels the Board's time and energy should be used for fixing roads and bridges. Mr. Thomas said he respectfully disagrees. He mentioned a lengthy list of contractors and developers currently in the area and plans for future development. He said a local department would be able to respond more swiftly and would be more familiar with the projects. He said developers could still go to the state if they choose. Mr. Coffland said it is a way for Belmont County to become more efficient and business friendly. He said the department will become self-funding. Doug Giffen from International Brotherhood of Electrical Workers 141 said they have had issues with Washington County and the state with "unbelievable delays." "When you can build here and hire here, and on top of that you can also take a department that needs to be here in Belmont County, and you can create jobs for the citizens in Belmont County, I don't see where that's a bad thing," said Mr. Giffen.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:54 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 9:54 a.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF AUTHORIZING THE HIRING OF LEE NICHOLAS PART-TIME DRIVER/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to hire Lee Nichol as Part-Time Driver for the Senior Services of Belmont County effective June 27, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

Commissioner Thomas noted the meeting will be left open to possibly address the building department resolutions on Thursday or Friday. Commissioner Favede noted she will not be here. Commissioner Thomas said the resolutions are needed in the next four to five days. "We need to keep moving," he said.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR OF JORDAN VINCENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in honor of Jordan Vincent.

Proclamation

WHEREAS, Jordan Vincent has proven himself a superior athlete through his perseverance as a great competitor; and

WHEREAS, Jordan Vincent achieved the honor of qualifying for his third consecutive Ohio Division II, Ohio High School Athletic Association Track and Field Meet held at the Jesse Owens Memorial Stadium at The Ohio State University; and

WHEREAS, Jordan Vincent, a talented long jumper capped an undefeated season and made history at the Jesse Owens Memorial Stadium on the campus of The Ohio State University when he won the Division II state championship with a mark of 22-11 1/2, surpassing his previous record, and that of his father, OVAC Hall-of-Famer Shawn Vincent, with whom Jordan had previously shared the St. Clairsville High School long jump record; and

WHEREAS, Jordan Vincent made history through his victory as Division II long jump champion, awarding him the distinction of becoming the first male St. Clairsville High School athlete to win a Buckeye State Crown in any sport throughout the school's history; and

WHEREAS, Jordan Vincent brought honor to himself, his team, his school, and his family, particularly his beloved aunt Cassandra Alexander, to whom he dedicated his undefeated season and state championship win.

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby offer heartfelt congratulations to Jordan Vincent on bringing home the Division II Long Jump crown and a most successful, memorable season and outstanding representation of Belmont County.

Adopted this 22nd day of June, 2016.

BELMONT COUNTY COMMISSIONERS
 Ginny Favede /s/

 Mark A. Thomas/s/

 Matt Coffland /s/

The Board of Commissioners congratulated Jordan on his accomplishments.

IN THE MATTER OF RESCINDING MOTION REGARDING SIGNING AND SUBMITTAL OF THE INITIAL DANGEROUS WILD ANIMAL RESPONSE TEAM (DWARD) NOMINATION FORMS

Motion made by Mrs. Favede, seconded by Mr. Coffland to rescind the motion to approve the signing and submittal of the initial Dangerous Wild Animal Response Team (DWARD) Nomination Forms to the Ohio Department of Agriculture for approval per ORC 935.28 for the following appointments, effective July 1, 2016 through June 30, 2017.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

Mr. Thomas Yes

Reconvened Friday, June 24, 2016 at 9:39 a.m. Commissioners Coffland and Thomas present. Mr. Thomas noted Commissioner Favede was absent due to attending CCAO Board meetings.

**IN THE MATTER OF APPROVING APPOINTMENTS
AND REAPPOINTMENTS TO THE BELMONT COUNTY
DANGEROUS WILD ANIMAL RESPONSE TEAM (DWARD)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following appointments and reappointments to the Dangerous Wild Animal Response Team (DWARD) for a three year term, effective July 1, 2016 through June 30, 2019:

<u>Member Type</u>	<u>Member's Name/Organization</u>
Law Enforcement	Sgt. Tom Duvall, Bel. County Sheriff's Dept.
Fire	Jack Regis, Jr., Martins Ferry Fire Dept.
Emergency Management	Dave Ivan, Belmont County EMA
Health	Rob Sproul, Belmont County Health Dept.
Media	D.K. Wright, WTRF TV Channel 7
Elected Official	Matt Coffland, Commissioner
Dangerous Wild Animal Owner	Tom Absalom, Martins Ferry
Veterinarian	Robert Carr, DVM, Martins Ferry Animal Hosp.
Animal Control	Angela Hatfield, Bel. Co. Animal Shelter
Reptile Specialist	Jack Sall, Snake Expert
Belmont County 911	Bryan Minder, Belmont County 911

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:40 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 9:40 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 29th day of June, 2016.

Ginny Favede /s/

Mark A. Thomas /s/ COUNTY COMMISSIONERS

Matt Coffland /s/

We, Ginny Favede and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Ginny Favede /s/ PRESIDENT

Jayne Long /s/ CLERK

June 22, 2016