

March 1, 2017

St. Clairsville, Ohio

March 1, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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 Mr. Thomas, seconded by Mr. Dutton 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 \$1,033,168.37

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

N27 NEFFS SANITARY SEWER PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-9027-N027-N05.055 OPWC Payments	E-9027-N027-N01.055 Contract Services	\$2,000.00

P03 WWS #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P19.012 Equipment	\$20,000.00

S33 DISTRICT DETENTION HOME FUND/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S39.000 Food Services	E-0910-S033-S36.012 Equipment	\$5,237.19

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 3, 2017****

G50 LODGING EXCISE TAX FUND

E-1910-G050-G01.000	Convention & Visitors Bureau	\$39,880.00
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O30 BOND RETIREMENT – JAIL CONSTRUCTION FUND

E-9212-O030-O01.050	Principal Payment	\$100,000.00
E-9212-O030-O02.051	Interest Payment	\$21,879.08

O50 NOTE RETIREMENT FUND-2014 WATER SYS IMP

E-9250-O050-O01.050	Principal Loan Payments	\$90,000.00
E-9250-O050-O02.051	Interest Payments	\$46,470.58

P80 OAKVIEW ADMINISTRATION BLDG. FUND

E-5000-P080-P03.000	Utilities	\$23,820.55
E-5000-P080-P06.000	Maintenance/Repair	\$2,000.00

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A00 GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$2,500.00
E-0257-A017-A00.000	Contingencies	\$4,501.39

E11 9-1-1 WIRELESS FUND

E-2300-E011-E01.011	Contract Services	\$7,500.00
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O53 NOTE RETIREMENT – SSD #2 FORCE MAIN FUND

E-9253-O053-O01.050	Principal Loan Payments	\$5,000.00
E-9253-O053-O02.051	Interest Payments	\$32,609.19

OAKVIEW JUVENILE/VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$3,741.45
E-8010-S030-S72.000	Capital Repairs	\$80,645.50
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$939.54
E-8012-S032-S00.000	Activity Expenses	\$53.90

SHERIFF/VARIOUS FUNDS

E-0131-A006-A07.000	Training	\$13,200.00
E-0131-A006-A09.000	Medical	\$989.35
E-0131-A006-A21.000	Towing	\$150.00
E-0131-A006-A23.000	Background	\$224.00
E-0131-A006-A24.000	E-SORN	\$425.00
E-0131-A006-A29.000	Mounted	\$50.00
E-0131-A006-A32.000	Warrant Fee	\$140.00
E-1652-B016-B02.000	Education Expenses	\$50.00
E-5100-S000-S01.010	Supplies	\$12,651.29
E-5101-S001-S06.000	License Issuance Expenses	\$1,733.00
E-5101-S001-S07.012	Equipment	\$2,231.00
E-9710-U010-U06.000	Other Expenses	\$1,156.79

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

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Mr. Dutton Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY AND MARCH, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Delta Dental Chargebacks for the months of February & March, 2017.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	18,790.82
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	402.89
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	510.88
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	205.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	79.04
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	34.19
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	149.20
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	48.87
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	51.44
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	190.34
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	57.36
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	507.50
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	205.76
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	102.88
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,733.29
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	440.59
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	51.44
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y07.500	375.41
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	243.46
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,375.14
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	102.88

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E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	432.48
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,478.78
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	221.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	353.50
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	37.64
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	14.08
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	449.22
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,464.99
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	318.86
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,385.36
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
TOTAL		35,419.91

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2017**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Vision Insurance Chargebacks for the months of February & March, 2017.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,209.02
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	113.31
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	145.26
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	27.72
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	83.16
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	486.99
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	125.37
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	907.65
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72

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E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	13.86
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y06.500	109.71
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	67.50
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	21.64
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	40.44
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	9.49
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	15.74
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	13.17
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	13.88
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.44
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	137.46
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	372.42
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	599.04
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	118.94
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	406.10
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	63.32
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	99.54
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	10.78
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	4.04
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	122.94
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	91.62
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	380.88
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
TOTAL		10,466.73

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR FEBRUARY, 2017**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/
Holding Account for the month of February, 2017.

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**Gross Wages P/E 2/04/17 THRU 2/18/17
General Fund**

	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,628.06
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	425.60
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	887.04
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,925.24
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,958.72
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	212.80
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,701.92
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,579.89
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	776.08
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,731.36
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,543.82
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	583.78
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,247.94
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,289.83
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,803.50
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,999.30
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,249.85
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,718.68
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	13,401.79
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,919.02
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	935.20
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,988.67
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,486.26
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,344.72
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	430.71
			<hr/> 94,970.10
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,734.05
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,969.00
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	202.61
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	404.39
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	412.30
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	367.08
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	524.30
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	549.29
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	181.30
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	895.86
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,309.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,206.54
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,092.91

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ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,067.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,243.25
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,259.11
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,086.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,551.65
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	576.72
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	604.87
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	370.48
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,223.26
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,518.47
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	9,344.98
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,623.89
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,100.03
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	206.05
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	39.02
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,813.45
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,669.03
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,844.30
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.39
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	29,951.25
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,623.27
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	570.76
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,807.80
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	56.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,396.45
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	539.14
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			277,210.11

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE
INSURANCE CHARGEBACKS FOR THE FIRST QUARTER PERIOD: (JANUARY,
FEBRUARY & MARCH 2017)**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the First Quarter (January, February & March, 2017)

Transfer From	Transfer To	Amount
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March 1, 2017

E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,146.27
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	0.00
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	40.86
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	52.29
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	53.55
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	204.00
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	302.39
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	45.09
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	9.36
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	195.51
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	53.55
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	39.65
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	145.37
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	23.27
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	33.71
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	3.92
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.46
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	22.95
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	7.65
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	45.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	118.59
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	673.32
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	80.37
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	50.68
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	0.00
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.97
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.57
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	0.00
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	25.22
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	5.99
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	4.31
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	43.35
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	30.60
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	22.95
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.65
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.65
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	30.60

March 1, 2017

E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	15.30
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	0.00
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	7.65
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	0.00
Total amount this transfer			4,596.12

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont Co. Budget Commission certify the following monies.
INSURANCE REIMBURSEMENT/PROGRESSIVE 07/30/13-\$2,500.00 Insurance Reimbursement deposited into R-0040-A000-Q00.500 on 02/23/17. *For damage to concrete curb on the corner of the Public Defender's parking lot.*
REIMBURSEMENT FROM SHERIFF/JAN. 2017 SCANNER PAYMENT-\$4,501.39 deposited into R-0050-A000-A45.500 on 02/16/17. *Reimbursement from Sheriff/January, 2017 Scanner Payment.*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated March 1, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
COMMISSIONERS-Barb Blake to New Philadelphia on March 1, 2017, to attend an informational presentation being sponsored by ODOT District 11 on distribution of Ad Valorem taxes collected from the Oil and Gas Industry. Estimated cost: \$45.00.
DJFS-Marcella Petersavage to Columbus, OH, on March 6, 2017, to attend the CCMEP Regional Training. A county vehicle will be used for travel. Estimated cost: \$12.00. Christine Parker to Columbus, OH, on March 6-7, 2017, to attend the Differential Response Leadership Council meeting. A county car will be used for travel. Estimated cost: \$185.20. Michael Schlantz and Sarah Smith to Columbus, OH, on March 6, 2017, to attend the CCMEP Regional Training. A county car will be used for travel. Estimated cost: \$24.00. John Regis and Bonnie White to Columbus, OH, on April 11, 2017, to attend the CCMEP Regional Training. A county vehicle will be used for travel. Estimated cost: \$24.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 22, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH BELMONT COUNTY COMMUNITY ACTION COMMISSION, ON BEHALF OF BELMONT COUNTY DJFS, FOR RAPID RESPONSE STAFFING FOR BELMONT COUNTY OHIO MEANS JOBS CENTER

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a contract with the Belmont County Community Action Commission, on behalf of the Belmont County Department of Job and Family Services, for Rapid Response Staffing for the Belmont County Ohio Means Jobs Center, effective March 1, 2017 through June 30, 2017, in an amount not to exceed \$9,230.00.
Note: This contract is funded by Workforce Innovation and Opportunity Act (WIOA) Rapid Response Program grant to help dislocated workers from Ohio Valley Coal Co., Commercial Vehicle Group as well as others with reemployment support services.

**CONTRACT
BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
BELMONT COUNTY COMMUNITY ACTION COMMISSION**

This sub-recipient agreement is made and entered into this 1st day of **March, 2017** by and between the Belmont County Department of Job and Family Services, **BCDJFS**, and the Belmont County Community Action Commission, doing business at 153 ½ West Main Street, St. Clairsville, Ohio 43950, a provider of service (hereinafter referred to as "**Provider**").

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**Rapid Response Staffing for the Belmont OMJ Center (CFDA 17.278)
Funded by WIOA Rapid Response Program**

- A. PURPOSE:** This agreement is entered into for the purpose of providing additional contracted staffing support to help dislocated workers from the Ohio Valley Coal Company and Commercial Vehicle Group (CVG) in Shadyside OH as well as other dislocated workers with resume preparation, and computer resource room support (career exploration, job search, application preparation, interview preparation, and other reemployment support services).
- B. PURCHASE OF SERVICES:** Subject to the terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from and the Provider agrees to furnish those specific services detailed in this agreement.
- C. CONTRACT PERIOD:** This contract will be effective from March 1, 2017 through June 30, 2017 inclusive, unless otherwise terminated. Normal WIOA allocation liquidation rules apply with a closeout date of September 30, 2017. The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in this contract.
- D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from March 1st, 2017 through June 30, 2017 and shall not exceed \$9,230.00 of allowable costs for WIOA Rapid Response Program as listed in Section E – “Service Description.” Funding for this project is being provided from the Ohio Department of Jobs and Family Services (ODJFS) Rapid Response program and is being administered locally through Workforce Development Board 16 (WDB 16). The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$9,230.00. Any cost overruns shall be the sole responsibility of the Provider.
- E. SERVICE DESCRIPTION:**
Provision of a trained and qualified resource room staff person, who will staff for 4 hours per day, 5 days per week the Belmont County Ohio Means Jobs office, located in Martins Ferry, Ohio. All services will be provided during the regular work hours of the Belmont County, Ohio Means Jobs site.
The staff person will be computer literate, able to use resume software, navigate the internet and specific job sites like OhioMeansJobs.com, and be able to assist clients with on-line and mail –in job applications, as well as help prepare clients for interviews.
The Provider will document the services provided, clients contacted/served etc., on a format provided by WDB16.
Specific tasks to be performed by the Provider on-site, during the hours described above, include:
- Documented outreach to dislocated workers to explain services available to them at the One-Stop (contact information to be provided)
 - Assist clients with Career Exploration utilizing online and Resource Room resources
 - Resume writing assistance
 - Job search assistance, including registration and use of OhioMeansJobs.com
 - Staffing of computer based resource rooms
 - Assisting clients with job application preparation, both on-line and paper/mail-in formats
 - Assisting clients prepare for interviews, and any interview follow-ups
 - Track clients served/contacted, using provided tracking format
- Other agreed upon tasks to support the customer.
All computers, equipment, and supplies will be provided by the Ohio Means Jobs Center.
- Compliance Requirement:**
The Provider of services must comply with all WIOA program compliance requirements.
- Performance Objectives:**
1. Documented outreach attempts of all identified dislocated workers.
 2. Documentation of the clients served, the services provided and the frequency of contact.
 3. The Provider of services must maintain actual cost documentation.
 4. The Provider of services must comply with the program requirements of reporting, OhioMeansJobs registration and job search assistance, as listed within the context of this agreement.
- Monitoring will be conducted to evaluate the Provider of services in meeting the performance objectives.
- Reporting:**
The Provider of services is required to submit, by month, data necessary to track the outcomes for the participants in the program. Reports will be due in the reporting tool by the tenth (10th) of each month.
All documentation must be kept in case files at Belmont County Ohio Means Jobs office, located in Martins Ferry, Ohio.
- OhioMeansJobs.com:**
All customers must be registered on the OhioMeansJobs website and a rapid response survey verified and/or completed. This is the primary responsibility of the Provider of services. A confirmation of both must be incorporated into the reporting.
- F. PAYMENT FOR PURCHASED SERVICES:** Upon completion of services each month, the Provider shall submit an invoice and supporting income statement (expense report) to the Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum stated in Section D above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of an accurate invoice.
Invoices will be submitted each month to BCDJFS within thirty (30) days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice. Final invoice for compensation of work performed under this contract must be received and paid by BCDJFS no later than September 30, 2017 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the contract.
Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by the Belmont County Department of Job and Family services or its representatives.
- G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For the purpose of this contract, a fixed assets is any item having a useful life exceeding one (1) year regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job and Family Services and shall be used in the program or project for which acquired. No purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both state and federal guidelines. At such time as the program ends, funding expires or the Provider no longer needs the fixed asset, the Belmont County Department of Job and Family Services shall provide guidance regarding its disposition. All fixed assets purchased are to be reported to the Belmont County Department of Job and Family Services within thirty (30) days and registered on BCDJFS inventory.
Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty (30) days of purchase. These assets will be issued BCDJFS’ inventory tags. It will be the Provider’s responsibility to affix and maintain these tags.
Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions and agreements of which apply to the property or any part thereof.

- H. PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use including media releases, information pamphlets, etc. shall mention that funder is provided under “The Workforce Innovation and Opportunity Act, Rapid Response program, administered by the Belmont County Department of Job and Family Services.”
The deliverables provided by the Provider under this contract and any item produced under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables and the Provider will not obtain copyright, patent or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. The Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.
- I. CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of both parties and the State of Ohio.
1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
 2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than the auditors and monitors, identified in Section F above, has access to these records.
 3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal laws or with written permission from the Belmont County Department of Job and Family Services.
 4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six (6) years and will follow all State of Ohio and federal record retention policies.
 5. The Provider shall notify all employees of the Provider that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.
- J. INDEPENDENT CONTRACTORS:** Provider, agents and employees of the Provider will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the Belmont County Department of Job and Family Services.
- K. DUPLICATE BILLING:** The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by the Provider to other sources of funds for the same services.
- L. FINANCIAL RECORDS AND RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state or Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. The Provider agrees to comply with the OMB Omni Circular including audit requirements.
- M. AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six (6) years from the date of the contract completion unless otherwise directed by the Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six (6) year period the Provider shall retain the records until the completion of the action and all issues which arise from it or until the end of the six (6) year period, whichever is later.
- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by the Belmont County Department of Job and Family Services authorized monitoring which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
 2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, and deceptive claims or falsified claims or incorrectly determined eligibilities. As used in this section, “deceptive” means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. CIVIL RIGHTS:** The Belmont County Department of Job and Family Services and the Provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the Office of Civil Rights for the State of Ohio and the Belmont County Department of Job and Family Services and termination of this agreement.
- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, the Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners against any all liability, loss, damage and/or related expenses incurred through the provision of services under this contract. The Provider agrees to maintain a self-insurance program or contract for insurance as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** The Belmont County Department of Job and Family Services and the Provider will monitor the manner in which the terms of the contract are being carried out and evaluation the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by the Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations or the projected outcomes are not achieved under this agreement, either party may initiate tier intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency’s request for termination.
This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners or upon discovery of non-compliance with any county, state or federal laws, rules or regulations.
The Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from and such other matters as BCDJFS may require.
In the event of suspension or termination under this Article, the Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of suspension or termination, which will be calculated by BCDJFS based on the rate set for in this contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the

Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any previous funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this contract.

- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant hereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of terms of this agreement.
- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any party of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rate of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, 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, sex, sexual orientation, age, disability or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA. ASSIGNMENT:** The Provider shall not and hereby agrees to be prohibited from assigning this contract in whole or in any part to any other party without the BCDJFS prior written consent.
- BB. HEADINGS:** The headings of the paragraphs of this contract are for convenience only and shall not affect the meaning or construction of the contents of this contract.
- CC. SPECIAL CERTIFICATION MADE BY THE PROVIDER:** By executing this contract, the Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this contract.

1. The Provider along with its officers, members and employees have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. The Provider agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job and Family Services, 68145 Hammond Road St. Clairsville, OH 43950.
2. The Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. The Provider also agrees that it will not solicit a BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code. The Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, the Provider has file the statement with the BCDJFS in addition to any other required filing.
3. No federal funds paid to the Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and federal regulations issued pursuant thereto and contained in 45 CFR Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this contract exceeds \$100,000.00, the Provider has executed the Disclosure of Lobbying Activities Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this contract was entered into.
4. Neither the Provider nor any principals of the Provider is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other federal department or agency as set forth in 45 CFR Part 76. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this contract will be terminated pursuant to the terms and conditions of this contract and shall be considered in default under this Section and BCDJFS may advise the appropriate federal agency of the knowingly false certification.
5. The Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
6. The Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies the Provider as having more than one unfair labor practice contempt of court finding.
7. The Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring the employees of the Provider meet child support obligations established under state or federal law. Further, by executing this contract, the Provider certifies present and future compliance with any court of valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
8. The Provider agrees not to discriminate against any individuals who have or are participating in any work program administered by a county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.
9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two (2) previous calendar years, one (1) or more contributions in excess of \$1,000.00 to the Governor or to his or her campaign committees. If it is ever determined that the Provider's certification of this requirement is false or misleading and not withstanding any criminal or civil liabilities imposed by law, the Provider shall return to BCDJFS all monies paid to the Provider under this contract. The provisions of this section shall survive the expiration or termination of this contract.

10. The Provider, its officers, members or employees, any subcontractor and/or independent contractors (including all field staff) associated with the contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all of the Provider's officers, members, employees and subcontractors, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
11. The Provider agrees, as a condition of this contract, to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

- DD. COPELAND "ANTI-KICKBACK" ACT:** The Provider will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- EE. DAVIS-BACON ACT:** The Provider will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.
- FF. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Provider 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.
- GG. PUBLIC RECORDS:** This contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to the requesting party.
- HH. CLEAN AIR ACT:** The Provider 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).
- II. ENERGY EFFICIENCY:** The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L-94-63, 89 Stat. 871).
- JJ. COPYRIGHTS AND RIGHTS IN DATA:** The Provider shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L-94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).
- KK. PATENT RIGHTS:** The Provider shall comply with all applicable standards, orders or amendments issued under Chapter 18 of Title 35, U.S.C. (Pub. L 95-517, Pub. L 98-620, 37 CFR Part 401), the Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.
- LL. PROCUREMENT:** The Provider will follow all required procurement policies and laws as applicable and advised by the Purchaser.
- MM. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this contract, the provisions of this contract shall be determinative of the obligation of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- NN. ENTIRE AGREEMENT AND MODIFICATIONS:** This contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by both parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:

Belmont County Department of
Job and Family Services:
Vince Gianangeli
Vince Gianangeli, Director
2/22/17

Belmont County Community Action
Commission:
Gary Obloy /s/
Gary Obloy, Director
02/16/17

Date
BELMONT COUNTY BOARD OF COMMISSIONERS:
J. P. Dutton /s/
J. P. Dutton
Josh Meyer /s/
Josh Meyer
Mark A. Thomas /s/
Mark A. Thomas

Date
03-01-17
Date
03-01-17
Date
03-01-17
Date

APPROVED AS TO FORM:
David K. Liberati /s/ assist P.A.
**Office of the Belmont County
Prosecuting Attorney**

2/23/17
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH WASHINGTON COUNTY
JOINT VOCATIONAL SCHOOL DISTRICT, ON BEHALF OF BELMONT COUNTY DJFS,
FOR RAPID RESPONSE STAFFING FOR MONROE COUNTY OHIO MEANS JOBS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a contract with Washington County Joint Vocational School District, on behalf of the Belmont County Department of Job and Family Services, for Rapid Response Staffing for the Monroe County Ohio Means Jobs Center, effective March 1, 2017 through June 30, 2017, in an amount not to exceed \$9,800.00.

Note: same as preceding contract

**CONTRACT
BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
WASHINGTON COUNTY JOINT VOCATIONAL SCHOOL DISTRICT**

This sub-recipient agreement is made and entered into this 1st day of **March, 2017** by and between the Belmont County Department of Job and Family Services, **BCDJFS**, and the Washington County Joint Vocational School District (aka Career Center), doing business at 21740 S.R. 676, Marietta, Ohio 45750, a provider of service (hereinafter referred to as "**Provider**").

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**Rapid Response Staffing for the Monroe OMJ Center (CFDA 17.278)
Funded by WIOA Rapid Response Program**

March 1, 2017

- A. **PURPOSE:** This agreement is entered into for the purpose of providing additional contracted staffing support to help dislocated workers from the Ohio Valley Coal Company and Commercial Vehicle Group (CVG) in Shadyside OH as well as other dislocated workers with resume preparation, and computer resource room support (career exploration, job search, application preparation, interview preparation, and other reemployment support services).
- B. **PURCHASE OF SERVICES:** Subject to the terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from and the Provider agrees to furnish those specific services detailed in this agreement.
- C. **CONTRACT PERIOD:** This contract will be effective from March 1, 2017 through June 30, 2017 inclusive, unless otherwise terminated. Normal WIOA allocation liquidation rules apply with a closeout date of September 30, 2017. The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this contract for any time period prior to notification that the contract has received approval of the Belmont County Board of Commissioners. The Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this contract for any time period after the termination date set forth in this contract.
- D. **COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from March 1, 2017 through June 30, 2017 and shall not exceed \$9,800.00 of allowable costs for WIOA Rapid Response Program as listed in Section E - "Service Description." Funding for this project is being provided from the Ohio Department of Jobs and Family Services (ODJFS) Rapid Response program and is being administered locally through Workforce Development Board 16 (WDB 16). The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$9,800.00. Any cost overruns shall be the sole responsibility of the Provider.
- E. **SERVICE DESCRIPTION:**
Provision of a trained and qualified resource room staff person, who will staff for 4 hours per day, 4 days per week (Monday-Thursday) the Monroe County Ohio Means Jobs office, located in Woodsfield, Ohio. All services will be provided during the regular work hours of the Monroe County, Ohio Means Jobs site.

The staff person will be computer literate, able to use resume software, navigate the internet and specific job sites like OhioMeansJobs.com, and be able to assist clients with on-line and mail-in job applications, as well as help prepare clients for interviews. The Provider will document the services provided, clients contacted/served etc., on a format provided by WDB 16.

Specific tasks to be performed by the Provider on-site, during the hours described above, include:

- Documented outreach to dislocated workers to explain services available to them at the One-Stop (contact information to be provided)
 - Assist clients with Career Exploration utilizing online and Resource Room resources
 - Resume writing assistance
 - Job search assistance, including registration and use of OhioMeansJobs.com
 - Staffing of computer based resource rooms
 - Assisting clients with job application preparation, both on-line and paper/mail-in formats
 - Assisting clients prepare for interviews, and any interview follow-ups
 - Track clients served/contacted, using provided tracking format
- Other agreed upon tasks to support the customer.

All computers, equipment, and supplies will be provided by the Ohio Means Jobs Center.

Compliance Requirement:

The Provider of services must comply with all WIOA program compliance requirements.

Performance Objectives:

1. Documented outreach attempts of all identified dislocated workers.
2. Documentation of the clients served, the services provided and the frequency of contact.
3. The Provider of services must maintain actual cost documentation.
4. The Provider of services must comply with the program requirements of reporting, OhioMeansJobs registration and job search assistance, as listed within the context of this agreement.

Monitoring will be conducted to evaluate the Provider of services in meeting the performance objectives.

Reporting:

The Provider of services is required to submit, by month, data necessary to track the outcomes for the participants in the program. Reports will be due in the reporting tool by the tenth (10th) of each month.

All documentation must be kept in case files at Monroe County Ohio Means Jobs office, located in Woodsfield, Ohio.

OhioMeansJobs.com:

All customers must be registered on the OhioMeansJobs website and a rapid response survey verified and/or completed. This is the primary responsibility of the Provider of services. A confirmation of both must be incorporated into the reporting.

- F. **PAYMENT FOR PURCHASED SERVICES:** Upon completion of services each month, the Provider shall submit an invoice and supporting income statement (expense report) to the Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum stated in Section D above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. The Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment within thirty (30) days of receipt of an accurate invoice.

Invoices will be submitted each month to BCDJFS within thirty (30) days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

Final invoice for compensation of work performed under this contract must be received and paid by BCDJFS no later than September 30, 2017 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the contract.

Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by the Belmont County Department of Job and Family services or its representatives.

- G. **PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT):** For the purpose of this contract, a fixed assets is any item having a useful life exceeding one (1) year regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job and Family Services and shall be used in the program or project for which acquired. No purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both state and federal guidelines. At such time as the program ends, funding expires or the Provider no longer needs the fixed asset, the Belmont County Department of Job and Family Services shall provide guidance regarding its disposition. All fixed assets purchased are to be reported to the Belmont County Department of Job and Family Services within thirty (30) days and registered on BCDJFS inventory.

Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty (30) days of purchase. These assets will be issued BCDJFS' inventory tags. It will be the Provider's responsibility to affix and maintain these tags.

Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof and all covenants, restrictions and agreements of which apply to the property or any part thereof.

- H. **PUBLICITY/RIGHTS IN DATA:** Any program description intended for internal or external use including media releases, information pamphlets, etc. shall mention that funder is provided under "The Workforce Innovation and Opportunity Act, Rapid Response program, administered by the Belmont County Department of Job and Family Services." The deliverables provided by the Provider under this contract and any item produced under this contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain and use the deliverables and the Provider will not obtain copyright, patent or other proprietary protection for the deliverables. The Provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. The Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.
- I. **CONFIDENTIALITY OF INFORMATION:** The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of both parties and the State of Ohio.
1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
 2. The Provider shall keep all records provided by either County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than the auditors and monitors, identified in Section F above, has access to these records.
 3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal laws or with written permission from the applicable County Department of Job and Family Services.
 4. The Provider shall maintain all original records provided by either County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six (6) years and will follow all State of Ohio and federal record retention policies.
 5. The Provider shall notify all employees of the Provider that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.
- J. **INDEPENDENT CONTRACTORS:** Provider, agents and employees of the Provider will act in performance of this contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the Belmont County Department of Job and Family Services.
- K. **DUPLICATE BILLING:** The Provider warrants that claims made to the Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by the Provider to other sources of funds for the same services.
- L. **FINANCIAL RECORDS AND RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state or Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. The Provider agrees to comply with the OMB Omni Circular including audit requirements.
- M. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six (6) years from the date of the contract completion unless otherwise directed by the Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six (6) year period the Provider shall retain the records until the completion of the action and all issues which arise from it or until the end of the six (6) year period, whichever is later.
- N. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** The Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by the Belmont County Department of Job and Family Services authorized monitoring which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
 2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, and deceptive claims or falsified claims or incorrectly determined eligibilities. As used in this section, "deceptive" means knowingly deceiving another or causing another to be deceived by a false or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, omission which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. **CIVIL RIGHTS:** The Belmont County Department of Job and Family Services and the Provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the Office of Civil Rights for the State of Ohio and the Belmont County Department of Job and Family Services and termination of this agreement.
- P. **INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, the Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont and/or Monroe County Department of Job and Family Services and the Belmont and/or Monroe County Board of Commissioners against any all liability, loss, damage and/or related expenses incurred through the provision of services under this contract. The Provider agrees to maintain a self-insurance program or contract for insurance as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. **MONITORING AND EVALUATION:** The Belmont County Department of Job and Family Services and the Provider will monitor the manner in which the terms of the contract are being carried out and evaluation the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by the Belmont County Department of Job and Family Services.
- R. **TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations or the projected outcomes are not achieved under this agreement, either party may initiate tier intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.
- This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners or upon discovery of non-compliance with any county, state or federal laws, rules or regulations. The Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this contract, including without limitation, results accomplished, conclusions resulting there from and such other matters as BCDJFS may require.

In the event of suspension or termination under this Article, the Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of suspension or termination, which will be calculated by BCDJFS based on the rate set for in this contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any previous funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this contract.

- S. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant hereto.
- U. **BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligations or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable or legal remedies available without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences and the parties retain the right to exercise all remedies mentioned herein.
- V. **RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of terms of this agreement.
- W. **COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. **PARTIAL INVALIDITY:** A judicial or administrative finding, order or decision that any party of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. **EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rate of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, 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, sex, sexual orientation, age, disability or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this contract and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. **CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA. **ASSIGNMENT:** The Provider shall not and hereby agrees to be prohibited from assigning this contract in whole or in any part to any other party without the BCDJFS prior written consent.
- BB. **HEADINGS:** The headings of the paragraphs of this contract are for convenience only and shall not affect the meaning or construction of the contents of this contract.
- CC. **SPECIAL CERTIFICATION MADE BY THE PROVIDER:** By executing this contract, the Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this contract.
 1. The Provider along with its officers, members and employees have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. The Provider agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary the public interest. The written disclosure of such interest shall be made to: Director Belmont County Department of Job and Family Services, 68145 Hammond Road St. Clairsville, OH 43950.
 2. The Provider agrees to refrain from promising or giving to any BCDJFS/MCDJFS employee anything of value that is of such a character as to manifest a substantial improper influence upon the employee with respect to his or her duties. The Provider also agrees that it will not solicit any CDJFS employee to violate any CDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04 or 2921.42 of the Ohio Revised Code. The Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, the Provider has file the statement with the BCDJFS in addition to any other required filing.
 3. No federal funds paid to the Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. The Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the US Code, Section 319 of Public Law 101-121 and federal regulations issued pursuant thereto and contained in 45 CFR Part 93, Federal Register, Vol. 55, No. 38, February 26, 1990, pages 6735-6756. If this contract exceeds \$100,000.00, the Provider has executed the Disclosure of Lobbying Activities Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this contract was entered into.
 4. Neither the Provider nor any principals of the Provider is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other federal department or agency as set forth in 45 CFR Part 76. This certification is a material representation of fact upon which reliance was placed when this contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this contract will be terminated pursuant to the terms and conditions of this contract and shall be considered in default under this Section and BCDJFS may advise the appropriate federal agency of the knowingly false certification.
 5. The Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
 6. The Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies the Provider as having more than one unfair labor practice contempt of court finding.
 7. The Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring the employees of the Provider meet child support obligations established under state or federal law. Further, by executing this contract, the Provider certifies present and future compliance with any court of valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
 8. The Provider agrees not to discriminate against any individuals who have or are participating in any work program administered by a county department of job and family services under Chapter 5101 or 5107 of the Ohio Revised Code.
 9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two (2) previous calendar years, one (1) or more contributions in excess of \$1,000.00 to the Governor or to his or her campaign committees. If it is ever determined that the Provider's certification of this requirement is false or misleading and not withstanding any criminal or civil liabilities imposed by law, the Provider shall

return to BCDJFS all monies paid to the Provider under this contract. The provisions of this section shall survive the expiration or termination of this contract.

- 10. The Provider, its officers, members or employees, any subcontractor and/or independent contractors (including all field staff) associated with the contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all of the Provider's officers, members, employees and subcontractors, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 11. The Provider agrees, as a condition of this contract, to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.
- DD. **COPELAND "ANTI-KICKBACK" ACT:** The Provider will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- EE. **DAVIS-BACON ACT:** The Provider will comply with 40 U.S.C. 276a to 276a-7 as supplemented by the Department of Labor regulations 29 CFR Part 5.
- FF. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The Provider 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.
- GG. **PUBLIC RECORDS:** This contract is a matter of public record under the laws of the State of Ohio. The Provider agrees to make copies of this contract promptly available to the requesting party.
- HH. **CLEAN AIR ACT:** The Provider 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).
- II. **ENERGY EFFICIENCY:** The Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L-94-63, 89 Stat. 871).
- JJ. **COPYRIGHTS AND RIGHTS IN DATA:** The Provider shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L-94-553, Title 17, U.S.C. (Pub L-94-63, Title 1, Sec. 101 October 19, 1976, 90 stat. 2544; Pub. L 101-650, Title VII, sec. 703, December 1, 1990, 104 Stat. 5133).
- KK. **PATENT RIGHTS:** The Provider shall comply with all applicable standards, orders or amendments issued under Chapter 18 of Title 35, U.S.C. (Pub. L 95-517, Pub. L 98-620, 37 CFR Part 401), the Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.
- LL. **PROCUREMENT:** The Provider will follow all required procurement policies and laws as applicable and advised by the Purchaser.
- MM. **FNS:** Sub-grantee hereby agrees that it will comply with Title VI of the Civil Right Act of 1964 (42 USC 2000d et seq); Title IX of the Education Amendments of 1972 (20 USC 1681 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); the Age Discrimination Act of 1975 (42 USC 6101 et seq); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, reprisal or retaliation for prior civil rights activity, to be excluded from participation in, be denied benefits of or otherwise be subject to discrimination under any program or activity for which sub-grantee received Federal financial assistance from FNS and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.
- NN. **INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this contract, the provisions of this contract shall be determinative of the obligation of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- OO. **ENTIRE AGREEMENT AND MODIFICATIONS:** This contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by both parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:

Belmont County Department of
Job and Family Services:
Vince Gianangeli /s/
Vince Gianangeli, Director
2/22/17
Date

Washington County Joint Vocational School
District:
Anthony M. Huffman /s/
Anthony M. Huffman, Ed.D., Director
02/17/2017
Date

BELMONT COUNTY BOARD OF COMMISSIONERS:

J. P. Dutton /s/
J. P. Dutton
Josh Meyer /s/
Josh Meyer
Mark A. Thomas /s/
Mark A. Thomas

03/01/17
Date
03/01/17
Date
03/01/17
Date

APPROVED AS TO FORM:

David K. Liberati /s/ assist P.A.
Office of the Belmont County
Prosecuting Attorney

2/23/17
Date

Upon roll call the vote was as follows:

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

March 1, 2017

IN THE MATTER OF APPROVING PROPOSAL FROM VAUGHN, COAST & VAUGHN, INC., FOR PRELIMINARY ENGINEERING REPORT FOR OHIO VALLEY MALL LIFT STATION/SSD

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign a proposal from Vaughn, Coast & Vaughn, Inc., to prepare a Preliminary Engineering Report for the Ohio Valley Mall Lift Station project in the lump sum fee of \$15,000.00, based upon the recommendation of Sanitary Sewer District Director Kelly Porter, to be paid out of the N80 fund.

Note: This is part of a multi-project USDA funding application.

Upon roll call the vote was as follows:

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

Mr. Thomas noted the engineering services for the upgrade at the Ohio Valley Mall is all part of a larger program that is being worked on to put together a large funding package with USDA which will allow the county to borrow money from USDA at a fixed interest rate (currently 2.00%) for 40 years. He said this will include new debt to potentially allow us to upgrade/repair existing infrastructure and the program also allows us to add new money to it for the possibility of new infrastructure changes throughout the county.

IN THE MATTER OF RESOLUTION TO CONVENE THE 911 PLANNING COMMITTEE TO AMEND THE BELMONT COUNTY 911 FINAL PLAN

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

RESOLUTION TO CONVENE THE 911 PLANNING COMMITTEE TO AMEND THE BELMONT COUNTY 911 FINAL PLAN

Whereas, it is necessary to amend the Belmont County 911 Final Plan per Ohio Revised Code 128.12(A)(9) to make necessary adjustments to the plan; and

Whereas, per ORC 128.12 (B)(2), the board of county commissioners shall call a meeting of the 9-1-1 planning committee for the purpose of considering the disbanding of the 911 Advisory Board; and

Whereas, per ORC 128.06(A), the 9-1-1 planning committee shall consist of the (1) president or other presiding officer of the board of county commissioners, who shall serve as chairperson of the committee; (2) the chief executive officer of the most populous municipal corporation in the county; (3) from the more populous of the following, either the chief executive officer of the second most populous municipal corporation in the county or a member of the board of township trustees of the most populous township in the county as selected by a majority vote of the board of trustees.

Now, therefore, be it resolved, the Belmont County Board of Commissioners do hereby agree to convene a 9-1-1 planning committee meeting to consider the necessary amendments to the Belmont County 911 Final Plan.

Upon roll call the vote was as follows:

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

Mr. Thomas said the purpose of the motion is to convene a meeting to discuss the current status of the Belmont County 911 Advisory Committee.

IN THE MATTER OF AUTHORIZING THE HIRING OF SHANNON WEEKLEY AS A FULL TIME PERMANENT CHILDREN SERVICES CASE MANAGER FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Shannon Weekley as a Children Services Case Manager. Ms. Weekley will be employed as a full time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF PAY REQUEST #10 FOR WDC GROUP/COURTHOUSE RESTORATION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of Invoice #16105.10 (Pay Request #10) for WDC Group, in the amount of \$7,581.03 for professional services associated with the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

Mr. Thomas said everything is moving along on time. Weather permitting, painting will begin mid to late March. If all goes well the project should be completed in the summertime.

IN THE MATTER OF APPROVING CHANGE ORDERS FOR VENDRICK CONSTRUCTION/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the following Change Orders for VendRick Construction, Inc., for the Senior Services of Belmont County-Community Building, Project #14-019:

- Change Order #39 in the amount of \$8,294.16 for various additions to the fire alarm system required by the Authority Having Jurisdiction;
- Change Order #40 in the amount of \$2,533.00 for rewiring necessary for the pot and pan washer;
- Change Order #41 in the amount of \$1,952.00 to rewire the two kitchen hood exhaust fan motors;
- Change Order #42 in the amount of \$4,500.00 to install breaker and wiring for the electric dryer to be installed; revised project cost \$6,318,436.48.

Upon roll call the vote was as follows:

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

Mr. Thomas noted things are in the final stages and the completion date is near for the new community building.

March 1, 2017

OPEN PUBLIC FORUM- Pease Township Trustee Mike Bianconi voiced concerns about the county paying for street lights for the new mall road. He said this is a township issue and when the prior board went to Richland Township about the lighting on Mall Road they said no, they will not pay for any lighting on Mall Road. He feels the county should not be using any taxpayer dollars to pay for these lights. Mr. Thomas said the Belmont County Transportation Improvement District (TID) is the one that decided the new road project should be lighted and they are paying for that portion of the lighting.

IN THE MATTER OF DISCUSSION HELD
RE: PERMISSIVE LICENSE FEES

Present: Terry Lively, County Engineer and Dan Boltz, Assistant Engineer

Mr. Lively formerly requested the Board of Commissioners enact the Permissive Auto option which would add an additional \$10.00 fee on license plates. He said the funding is needed for the Engineer's office which is woefully underfunded. "It's a common problem in the state of Ohio. County Engineers are facing a real funding crisis and it's beginning to get critical here in Belmont County. We have roads that are literally reverting back to gravel. We need to do something about those, so it's a safety issue, it's also a commerce issue. Obviously we can't attract businesses to come to Belmont County if they can't travel on the roads and do it safely," said Mr. Lively. Mr. Lively gave the board an informational packet with a timeline if the increase is to be implemented this year and said the board must act on it by the end of this month. Mr. Thomas noted, per Ohio State Law, the County Engineer is in charge of all county roads. Mr. Thomas said the Engineer's Department is funded primarily by Motor Vehicle Gas Tax (MVGT) monies and Permissive License fees. Mr. Thomas said, by law, the Board of Commissioners can raise the Permissive Motor Vehicle License fee by two additional \$5.00 and the money would go to roads and bridges. Mr. Lively said their budget for the year is \$4.8 million and 95% of that comes from these two funds. He noted there has not been an increase in the license plate fees since the law was enacted in 1968 and the last increase in the state gas tax was 2002. He said the gas tax has not kept up with inflation and in recent years it has decreased due to more fuel efficient vehicles. Mr. Dutton added the federal portion of the gas tax has not been raised since 1991. Mr. Thomas said the county's General Fund cannot fund road projects in Belmont County due to not enough funds with a few minor exceptions in the last few years due to excess one-time monies. "The Commissioners will not pass the buck and say it's the County Engineer because we are all one and need to work together," said Mr. Thomas. He said this increase will generate some monies and will allow the Engineer to formulate a 5-year master plan of which roads will be addressed and when. Mr. Lively said approximately \$500,000 would be generated and would pave not quite 5 miles of road a year. He said this will not solve the problem, but would give us a chance to find a solution. He added 20 miles of road should be paved each year. Pease Township Trustee Mike Bianconi, Township Association President Frank Shaffer and Belmont County resident Wilbur Winland spoke in favor of the increase. Mr. Thomas noted the Board of Commissioners gave the Engineer \$2.5 million in 2014-2015 from one-time oil & gas lease money from Rice Energy. Mr. Lively said, "The majority of the paving that has been done in recent years has been done by the oil & gas companies. The last time the County Engineer actually had enough money to pave a road using our own funds was 2008. Two and one-half miles was paved that year. There are roads that are on the verge of reverting back to gravel and when that happens you cannot just come in and pave them and overlay them to get them back in shape. At that point you are doing a rebuild and that's four times the cost of an overlay. If you lose these roads you cannot afford to rebuild them and that is the real danger here." Mr. Thomas said they also have discussed a potential levy to be place on the ballot which would go specifically to roads and bridges. Mr. Thomas added without infrastructure there is no development in Belmont County.

Mr. Lively also presented a safety concern on Deep Run Road where a resident put pillars next to the road. The issue will be looked into.

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:03 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session at 10:03 a.m. pursuant to ORC 121.22(G)(5) Confidential Matters for the annual pre-audit conference with the State Auditors. Present: Jim Armeni, Liaison to Auditor Yost; Andy Sutak, Belmont County Auditor; Kathy Kelich, Belmont County Treasurer; Joe Holdren, Rick Carpenter, Tina Moore and Erika Kernick, State Auditor's office; Sheila Turner and Roger Conroy, Auditor's office, Barb Blake, Fiscal Manager and John Parkinson, Engineer's office.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:30 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:30 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

Andy Brossart, Bradley Payne Advisors, LLC and Andrew Sutak, County Auditor
Re: Debt Review and Note Renewal

Present: Andy Brossart, Bradley Payne Advisors, LLC; Andy Sutak, County Auditor; Barb Blake, Fiscal Manager; Robert DeFrank, Times Leader; residents Wilbur Winland, Mike Bianconi and Frank Shaffer.

Mr. Brossart said they have worked with Belmont County for 18 to 19 years helping advise the county with their debt needs. He explained the importance of what Moody's credit rating means to the county, the rating gives the investor an indication of the county's credit worthiness. Mr. Sutak reviewed debt that was paid off and paid down last year to save money. Mr. Brossart reviewed the Belmont County "Debt Review" handout and explained types of Bond Issues and Loans. He also explained the Constitutional Debt Limitations-Indirect and Direct Debt Limitations. He said the Indirect Debt Limitation is the annual debt service amount that the county pays each year to the assessed valuations on the calculation of funds and the Direct Debt Limitation is based on the total amount that is issued. Mr. Brossart said Belmont County has three outstanding bond issues which have come down over time, over the last 4 to 6 years, in terms of moving one of the bond issues into a note issue to aggressively pay it down faster. He noted five outstanding General Obligation notes are due in April. Mr. Sutak said the main reason debt was rolled into notes was to pay it down quicker with excess revenues from the gas and oil sources. Mr. Brossart said the TIF bids came in lower for the road improvement. Mr. Sutak said the General Fund can be replenished once the TIF monies are collected. Mr. Brossart said Belmont County's Moody's credit rating is Aa3 which is a "high quality". He said continuing development and increasing fund balances can make ratings go up. He said spending from the general fund reserves can make it go down.

RECESS FOR ROAD VIEW

Reconvened at 1:35 p.m. Present: Commissioners Thomas, Dutton and Meyer and Jayne Long, Clerk.

March 1, 2017

**IN THE MATTER OF SIGING THE LETTER OF ARRANGEMENT WITH
THE AUDITOR OF STATE FOR PROFESSIONAL SERVICES RELATIVE
TO THE EXAMINATION OF CENSUS DATA PROVIDED TO OPERS/FY 2016**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the letter of arrangement with the Auditor of State for professional services relative to the examination of census data provided to the Ohio Public Employees Retirement System by Belmont County for the year ended December 31, 2016 in an estimated amount not to exceed \$492.00.

Upon roll call the vote was as follows:

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

Mr. Thomas noted this motion was a direct result of the meeting with the state auditors this morning.

**IN THE MATTER OF THE VACATION OF
ESSE ALLEY IN HIGHLAND ADDITION
WARREN TWP., SEC. 21, T-8, R-6/RD IMP 1151**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 1st day of March, 2017, at the office of the Commissioners with the following members present:

Mr. Thomas
Mr. Dutton
Mr. Meyer

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, On the 1st day of March, 2017, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **8th** day of **March, 2017** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Dutton seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted March 1, 2017

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

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

March 1, 2017

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 1:36 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of March, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas 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.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK

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