

July 12, 2017

St. Clairsville, Ohio

July 12, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and J. P. Dutton Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Josh Meyer.

Commissioner Thomas announced Commissioner Meyer is on vacation.

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 \$991,575.53

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$15,938.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S51.002 Salaries	\$2,601.36
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S51.002 Salaries	\$187.50
E-8010-S030-S69.007 Unemployment	E-8010-S030-S51.002 Salaries	\$2,169.83
E-8010-S030-S70.005 Medicare	E-8010-S030-S51.002 Salaries	\$470.95

S33 DISTRICT DETENTION HOME FUND/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S48.007 Unemployment	E-0910-S033-S38.011 Contract Services	\$3,000.00
E-0910-S033-S62.000 Materials/GS	E-0910-S033-S38.011 Contract Services	\$1,000.00

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Myer Absent

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

GENERAL FUND AND THE B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$45,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of July 12, 2017:

A00 GENERAL FUND

E-0061-A002-B05.000	Intense Probation/Clerk of Courts	\$18,040.98
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B00 DOG & KENNEL FUND

E-1600-B000-B02.002	Salaries-Employees	\$15,000.00
E-1600-B000-B13.006	Hospitalization Exp	\$30,000.00

M67 ALTERNATIVE SCHOOL-JUVENILE COURT FUND

E-0400-M067-M01.002	Salaries	\$9,000.00
E-0400-M067-M05.008	Insurances	\$2,601.00

M78 TITLE IV-E REIMB (RANDOM MOMENTS) FUND

E-0400-M078-M02.008	Fringe Benefits	\$78,883.31
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S96 JUVENILECOURT-GENERAL SPECIAL PROJECTS FUND

E-1589-S096-S08.002	Salary	\$ 9,520.54
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Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Dutton Yes
Mr. Myer Absent

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

Gross Wages P/E 6/10/17 THRU 6/24/17

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,937.84
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	814.24
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

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CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,845.02
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	6,275.14
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,708.81
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	6,434.35
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,293.79
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	570.00
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,594.92
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	1,774.71
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,845.50
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,058.44
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,357.54
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,953.32
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	14,662.66
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,964.66
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	956.74
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,365.34
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,660.30
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,358.89
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	422.80
			<hr/> 96,856.49
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,197.23
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,966.90
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	762.40
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	395.50
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	435.47
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	478.73
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	531.27
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	506.80
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	275.52
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	687.82
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	51,033.89
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,222.62
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,238.41
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,926.70
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,197.19
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,376.41
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	884.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,551.65

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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	1,223.25
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	11,673.62
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,108.31
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
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	7,673.31
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,276.51
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,876.44
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,169.43
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	16,191.16
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	285.38
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	3,545.96
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	89.60
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,343.32
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	306.60
			<hr/>
			290,578.66

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to request the Belmont Co. Budget Commission certify the following monies.

B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$45,000.00 transferred from the General Fund into R-1611-B000-B01.002 on 07/12/17.

REIMBURSEMENT FROM SHERIFF/MAY & JULY, 2017 SCANNER PAYMENTS-

\$4,501.39 deposited into R-0050-A000-A45.500 on 05/04/17 (May payment)

\$4,501.39 deposited into R-0050-A000-A45.500 on 07/05/17 (July payment)

Upon roll call the vote was as follows:

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

**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 July 12, 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

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Mr. Meyer Absent

**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:
DJFS-William Marinacci to Columbus, OH, on July 16-17, 2017, to visit/stay with child in hospital. A county vehicle will be used for travel.
Estimated expenses: \$166.50.

ENGINEERS-Brett Hess and Frank Mayo to Nashville, TN, on July 18-19, 2017, to purchase truck cabs and return them to St. Clairsville, OH. Estimated expenses: \$800.00.

Terry Lively and Daniel Boltz to Columbus, OH, on August 23-24, 2017, to attend the Annual Ohio Bridge Conference & Trade Show.
Estimated expenses: \$600.00.

SENIORS-Donna Steadman to Moundsville, WV, on July 11, 18 & 25, 2017, for a senior outing to the Four Seasons Pool. Linda Wells to Berlin, OH, on July 28, 2017, for a senior outing to Amish Country. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 6, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE NOTIFICATION
LETTER TO TERMINATE BELMONT COUNTY'S GROUP
LIFE INSURANCE COVERAGE WITH DEARBORN NATIONAL**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the notification letter to terminate Belmont County's group life insurance coverage with Dearborn National, effective July 1, 2017.

July 12, 2017

Dearborn National Administrative Office

Attn: Ms. Christa Heeke

4555 Lake Forest Drive, Suite 650

Cincinnati, OH 45242

Dear Ms. Heeke:

Please accept this letter as written notice that the Belmont County Commission will be cancelling our group life insurance coverage with Dearborn National effective July 1, 2017.

We would like to express gratitude on behalf of Belmont County for the excellent service that we have received over the past several years. We have enjoyed working with you and wish you the best in your future endeavors.

Sincerely,

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Mark A. Thomas, President

J. P. Dutton /s/

J. P. Dutton, Vice-President

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AUTHORITY TO REPRESENT TO RETAIN THE LAW FIRM GREENE, KETCHUM,
FARRELL, BAILEY & TWEEL, LLP, ON A CONTINGENT FEE BASIS FOR CIVIL SUIT AGAINST THOSE LEGALLY
RESPONSIBLE FOR THE WRONGFUL DISTRIBUTION OF PRESCRIPTION OPIATES AND DAMAGES**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Authority to Represent to retain the law firm Greene, Ketchum, Farrell, Bailey & Tweel, LLP, on a contingent fee basis, for the Belmont County civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

AUTHORITY TO REPRESENT

RE: Belmont County (Ohio) civil suit against those legally responsible for the wrongful distribution of prescription opiates and damages caused thereby.

The BELMONT COUNTY COMMISSION (hereinafter "CLIENT") hereby retains outside counsel, pursuant to the Ohio Rules of Professional Responsibility and O.R.C. § 305.14, on a contingent fee basis, to pursue all civil remedies against those in the chain of distribution of prescription opiates responsible for the opioid epidemic which is plaguing Belmont County (Ohio) including, but not limited to, filing a claim for public nuisance to abate the damages caused thereby. **Paul T. Farrell, Jr., Esq.** (Ohio #70257) of the law firm GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. Client consents to the participation of the following firms:

GREENE, KETCHUM, FARRELL, BAILEY & TWEEL, LLP
419 11th Street
Huntington, West Virginia
LEVIN, PAPANTONIO, THOMAS, MITCHELL, RAFFERTY & PROCTOR, PA
316 South Baylen Street
Pensacola, Florida
BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas
HILL PETERSON CARPER BEE & DEITZLER PLLC
500 Tracy Way

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Charleston, West Virginia
MCHUGH FULLER LAW GROUP
97 Elias Whiddon Rd
Hattiesburg, Mississippi
cione, LLC
619 Linda Street, Suite 201
Rocky River, Ohio

In consideration, CLIENT agrees to pay thirty percent (30%) of the total recovery (gross) as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. **There is no fee if there is no recovery.**

The law firms agree to advance all necessary litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. **There is no reimbursement of litigation expenses if there is no recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, the likelihood this employment will preclude other employment by the lawyer(s), the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

This litigation is intended to address a significant problem in the community. The litigation focuses on the wholesale distributors and their role in the diversion of millions of prescription opiates into the illicit market which has resulted in opioid addiction, abuse, morbidity and mortality. There is no easy solution and no precedent for such an action against this sector of the industry. Many of the facts of the case are locked behind closed doors. The billion dollar industry denies liability. The litigation will be very expensive and the litigation expenses will be advanced by the Attorneys with reimbursement contingent upon a successful recovery. The outcome is uncertain, as is all civil litigation, with compensation contingent upon a successful recovery. Consequently, there must be a clear understanding between the CLIENT and the Attorneys regarding the definition of a "successful recovery."

The Attorneys intend to present a damage model designed to abate the public health and safety crisis. This damage model may take the form of money damages or equitable remedies (e.g., abatement fund). In other words, the purpose of the lawsuit is to seek reimbursement of the costs incurred in the past fighting the opioid epidemic and/or recover the funds necessary to abate the health and safety crisis caused by the unlawful conduct of the wholesale distributors. The CLIENT agrees to compensate the Attorneys, contingent upon prevailing, by paying 30% of any settlement/resolution/judgment whether it takes the form of monetary damages or equitable relief. In other words, the Attorneys do not want to forfeit the right to be compensated because the wholesale defendants craftily phrase a settlement offer in terms which fall into one category of damages or the other. Attorneys have no intention of seeking payment of fees from the expenditure of public funds. Nonetheless, the CLIENT understands that Attorneys should be compensated according to the terms of this contract whether abatement takes the form of monetary damages, contribution to the public fund and/or equitable relief. If the defendant(s) expend their own resources to abate the health and safety crisis in exchange for a release of liability, then the designated percentage should be paid as an attorney fee. This is the condition required by the Attorneys to dedicate their time and invest their resources on a contingent basis to this enormous project. If the Defendant(s) negotiate a release of liability, then the Attorneys should be compensated based upon the consideration offered to induce the dismissal of the lawsuit. If there is any disagreement about the value of the consideration which induced the release of liability, then CLIENT and the Attorneys agree to seek a binding appraisal of the same from a neutral third party suitable to both CLIENT and Attorneys.

The division of fees, expenses and labor between the law firms will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Ohio Rules of Professional Conduct including: (1) the division of fees is in proportion to the services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the terms of division (c)(2) of the Ohio Rules of Professional Responsibility; and (4) the total fee is *reasonable*. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing CLIENT on a contingent fee basis, CLIENT agrees to pay a reasonable fee for the services rendered.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the lawyer from the judgment or settlement involved, and, if applicable, the actual division of the lawyers' fees with a lawyer not in the same firm, as required in Rule 1.5 (e)(3) of the Ohio Rules of Professional Conduct. The closing statement shall be signed by the Client and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

SIGNED, this 12th day of July, 2017.

BELMONT COUNTY COMMISSION

Mark Thomas /s/

Mark Thomas, President

J. P. Dutton /s/

J. P. Dutton, Vice President

Josh Meyer, Commissioner

Accepted:

GREENE, KETCHUM,
FARRELL, BAILEY & TWEEL, LLP
419 11th Street
P O Box 2389
Huntington, WV 25724-2389
(304) 525-9115 or (800) 479-0053



By _____

Paul T. Farrell, Jr., Esq.

Lead Counsel

Upon roll call the vote was as follows:

Date

Mr. Thomas

Mr. Dutton

Mr. Meyer

Yes

Yes

Absent

IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL MISDEMEANANT WITH OHIO DEPARTMENT OF REHABILITATION AND CORRECTION ON BEHALF OF THE ADULT PROBATION OFFICE

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into the *Subsidy Grant Agreement for Community-Based Corrections Programs Non-Residential Misdemeanant* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2018 and 2019 in an amount not to exceed \$150,848.00 for the following program:

<u>Program Name</u>	<u>Application Identifier</u>
Pretrial	408-PT-2018-App-BelmCPAPD-00043

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
NON-RESIDENTIAL MISDEMEANANT

THIS SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS NON-RESIDENTIAL FELONY (hereinafter referred to as this Agreement) pursuant to authority in Sections 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), located at 770 West Broad Street, Columbus, Ohio and Belmont County (hereinafter referred to as Grantee), 103 North Market St., St. Clairsville, Ohio, 43950. The Grantor and the Grantee are

WHEREAS, the Grantee has submitted a grant application to the Grantor, and
 WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Funds: The Grantor awards to the Grantee the sum of up to One Hundred and Fifty Thousand Eight Hundred and Forty-Eight dollars (\$150,848.00) (hereinafter referred to as Funds), to be paid in eight equal installments of \$18,856.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 55-0665104. Grantee's total expenditures shall not exceed the Funds.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
Pretrial	408-PT-2018-App-BelmCPAPD-00043	\$150,848

If Pre-Sentence Investigation (PSI) services are applicable, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R C 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for using the Ohio Risk Assessment System (ORAS).
 - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the ORAS.
- 2. Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2019. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
 - 3. Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Felony Programs subsidy (407) budget amount for Fiscal Years 2018 and 2019. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's application. The modified Funds shall be determined within the Grantor's sole discretion.
 - 4. Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant which are incorporated herein by reference, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The Grantor's comprehensive plan is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
 - 5. Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
 - 6. Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.
 - 7. Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
 - 8. Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.
 - 9. Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
 - 10. Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
 - A. Statistical records in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to PSI services, if applicable.
 - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30)

days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30th 2018 (FY '18) and September 30th 2019 (FY '19).

C. Four (4) performance reports shall be completed by the Grantee according to the below schedule which indicate the Grantee's performance of Program Services specific to established outcome goals. The Grantee's level of achievement of those goals at the end of each performance period is a factor in determining if the Grantor will renew this Agreement in the next grant cycle.

- a. Period One – July 1, 2017 to December 31, 2017 Due Date – January 31, 2018
- b. Period Two – January 1, 2018 to June 30, 2018 Due Date – July 31, 2018
- c. Period Three-July 1, 2018 to December 31, 2018 Due Date – January 31, 2019
- d. Period Four – January 1, 2019 to March 31, 2019 Due Date – April 30, 2019

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

12. **Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion 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.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

13. **Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Chief of the Bureau of Community Sanctions.

14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.

15. **Standards:** The Grantee shall comply with the laws and rules for subsidy awards to municipal corporations and counties as set forth in RC 5149.31, RC 5149.36, and OAC rule 5120:15-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.

16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the "Community Based Correction Act Program Grant Approval" letter that such Funds are available to Grantee.

17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.

20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

24. **Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.

25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

July 12, 2017

26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
28. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli /s/

Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser /s/

Cynthia Mausser
Managing Director of Courts and Community

FOR THE GRANTEE:

Mark A. Thomas /s/ 7-12-17

County Commissioner Date

J. P. Dutton /s/ 7-12-17

County Commissioner Date

County Commissioner Date

FOR THE GRANTEE:

County Executive Date

FOR THE GRANTEE:

Mayor/City Manager Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING
COMMISSIONER MARK THOMAS TO REPRESENT THE BELMONT
COUNTY BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE
FOR THE OHIO PUBLIC WORKS COMMISSION ROUND 31 & 32 PROJECTS
RESOLUTION**

Resolution authorizing Commissioner Mark A. Thomas to represent the Belmont County Board of Commissioners on the County Sub-Committee for Ohio Public Works, Round 31 & 32 Projects.

Motion made by Commissioner Dutton, seconded by Commissioner Thomas to adopt the foregoing resolution this 12th day of July, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND ENTERING INTO THE
OHIO PUBLIC WORKS PROJECT GRANT AGREEMENT
FOR THE BEL 2, BEL 86 & WAS T-103 SLIP REPAIR/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve and authorize Commissioner Mark A. Thomas to sign and enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **BEL 2, BEL 86 & WAS T-103 Slip Repair** in the amount of \$371,202.00, OPWC Project Number DRU05, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 74% OPWC, 26% MVGT fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION REQUESTING THE
DIRECTOR OF ODOT TO MODIFY SPEED LIMIT ON VARIOUS COUNTY HIGHWAYS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the resolution requesting the Director of the Ohio Department of Transportation (ODOT) to modify the present speed limit on various county roads.

The Board of Commissioners of Belmont County, Ohio met in regular session on the 12th day of July, 2017 with the following members present:

Mark Thomas, President

J.P. Dutton, Vice-President

Mr. Thomas moved the adoption of the following:

**A RESOLUTION REQUESTING THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO
MODIFY THE PRESENT SPEED LIMIT ON VARIOUS COUNTY ROADS**

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Section 4511.21, Revised Code of Ohio is greater than that considered reasonable and safe on:

County Road 28A Mall Rd. (from CR 28B proceeding north 0.84 miles along CR 28A to US 40), and

County Road 28B Banfield Rd. (from CR 28A proceeding north 0.45 miles along CR 28B to US 40), and

County Road 80 Pogue Rd. (from 0.3 miles south of TR 272 proceeding north 0.94 miles along CR 80 to CR 84 Oak View), and County Road 84 Executive Dr. (from CR 80 proceeding north 0.98 miles along CR 84 to CR 80), and County Road 84 Oak View Rd. (from CR 80 proceeding north 0.48 miles along CR 84 to US 40); and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described above; and

WHEREAS, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.

NOW THEREFORE BE IT RESOLVED, by the Board of Belmont County Commissioners of Belmont County, Ohio that:

Section 1, By virtue of the provisions of Section 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on the above-referenced County Roads in Belmont County, Ohio.

July 12, 2017

Section 2, That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Mr. Dutton seconded the foregoing Resolution.

A Calling of the roll resulted as follows:

BELMONT COUNTY COMMISSIONERS

Mr. Thomas _____, Yes

Mr. Dutton _____, Yes

Mr. Meyer _____, Absent

**IN THE MATTER OF APPROVING AND SIGNING THE LPA
FEDERAL LOCAL-LET PROJECT AGREEMENT WITH ODOT
FOR PROJECT BEL VAR PM PHASE 3, PID NO. 103722/ENGINEERS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for pavement markings project, BEL VAR PM PHASE 3, PID NO. 103722, based upon the recommendation of Terry Lively, County Engineer; Project Estimate is \$152,000.00 and ODOT shall provide to the LPA (Belmont County) 100% of the eligible costs, up to a maximum of \$150,000.00 in Federal funds.

Note: The project will be completed this fall.

Rev. 1/18/2017
CFDA 20.205

BEL VAR PM PHASE 3
COUNTY ROUTE SECTION
103722
PID NUMBER
30812
AGREEMENT NUMBER
098437593
DUNS NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Belmont County Board of Commissioners, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

1. PURPOSE

1. The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The BEL VAR PM Phase 3 pavement marking project, ODOT PID 103722 (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

a. Section 5501.03(D) of the ORC;

b. ODOT Locally Administered Transportation Projects, Manual of Procedures;

c. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105;

d. State of Ohio Department of Transportation Construction and Material Specifications Manual (applicable to dates of PROJECT);

e. 2 CFR Part 200; and

f. Federal Funding Accountability and Transparency Act (FFATA)

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

3. FUNDING

3.1 The total cost for the PROJECT is estimated to be \$152,000.00 as set forth in Attachment 1. ODOT shall provide to the LPA 100 percent of the eligible costs, up to a maximum of \$150,000.00 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication). Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc/Pages/default.aspx

4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC sections 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment,

- for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at www.dot.state.oh.us/CONTRACT. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the project.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.
6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work is not permitted to perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.
- 6.9 Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that, if any property acquired for this project is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this project that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4 The LPA must incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.
- 7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers' Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.
- 7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. In accordance with FHWA Form 1273 Section VII and 23 CFR 635.116, the "prime" contractor must perform no less than 30 percent of the total original contract price. The 30-percent prime requirement does not apply to design-build contracts.
- 7.7 In accordance with ORC Section 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100 percent locally-funded work product within this agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100 percent locally-funded work product.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC Section 9.24, that the contractor has taken the appropriate remedial steps required under ORC Section 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

- 7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.10 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this agreement.
- 8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the project. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the project comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.
- 8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA requests reimbursement, it must provide documentation of payment for the PROJECT costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.7 Payment or reimbursement to the LPA shall be submitted to:
Mr. Terry D. Lively, PE, PS
Belmont County Engineer
101 West Main Street
St. Clairsville, Ohio 43950
740-699-2160
- 8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.
- 8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.11 After completion of the PROJECT, and in accordance with Title 23 United States Code 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.
- 8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within 6 months of the physical completion date of the project. All costs must be submitted within 6 months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the 6 month period may result in closeout of the project and loss of eligibility of any remaining Federal and or State funds.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. **NONDISCRIMINATION**

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 The LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business Enterprise (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the **ORC**.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. Prior to executing the contract with the contractor, and in order for ODOT to encumber the Federal/State funds, the contractor must demonstrate compliance with the DBE Utilization Plan and Good Faith Efforts requirements.

GOOD FAITH EFFORTS (GFEs)

In the event that the DBE contract goal established by ODOT is not met on a project, the Contractor shall demonstrate that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

The Contractor shall demonstrate its GFEs by submitting information including but not limited to the following to the LPA:

- (1) All written quotes received from certified DBE firms;
- (2) All written (including email) communications between the Contractor and DBE firms;
- (3) All written solicitations to DBE firms, even if unsuccessful;
- (4) Copies of each non-DBE quote when a non-DBE was selected over a DBE for work on the contract;
- (5) Phone logs of communications with DBE firms.

The LPA will send the GFE documentation including their recommendation to ODOT at the following address:

Office of Small & Disadvantaged Business Enterprise
The Ohio Department of Transportation
1980 West Broad Street, Mail Stop 3270
Columbus, Ohio 43223

ODOT shall utilize the guidance set forth in 49 CFR §26.53 Appendix A in determining whether the Contractor has made adequate good faith efforts to meet the goal. ODOT will review the GFE documentation and the LPA's recommendation and issue a written determination on whether adequate GFEs have been demonstrated by the Contractor.

The Contractor may request administrative reconsideration within two (2) days of being informed that it did not perform a GFE. The Contractor must make this request in writing to the following official:

Ohio Department of Transportation
Division of Chief Legal Counsel
1980 West Broad Street, Mail Stop 1500
Columbus, Ohio 43223

The reconsideration official will not have played any role in the original determination that the Contractor did not document sufficient good faith effort.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or an argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. ODOT will send the Contractor a written decision on reconsideration explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts. The result of the reconsideration process is not administratively appealable.

ODOT may issue sanctions if the Contractor fails to comply with the contract requirements and/or fails to demonstrate the necessary good faith effort. ODOT may impose any of the following sanctions:

- (a) letter of reprimand;
- (b) contract termination; and/or
- (c) other remedies available by law including administrative suspension.

Factors to be considered in issuing sanctions include, but are not limited to:

- (a) the magnitude and the type of offense;
- (b) the degree of the Consultant's culpability;
- (c) any steps taken to rectify the situation;
- (d) the Contractor's record of performance on other projects including, but not limited to:
 - (1) annual DBE participation over DBE goals;
 - (2) annual DBE participation on projects without goals;
 - (3) number of complaints ODOT has received from DBEs regarding the Contractor; and,
 - (4) the number of times the Contractor has been previously sanctioned by ODOT; and,
- (e) Whether the Contractor falsified, misrepresented, or withheld information.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as "ADA/504").

(2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including

procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs (1) through (5) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Mr. Terry D. Lively, PE, PS	Mr. Gregory A. Gurney, PE, CPM
Belmont County Engineer	Ohio Department of Transportation
101 West Main Street	2201 Reiser Avenue, SE
St. Clairsville, Ohio 43920	New Philadelphia, Ohio 44663

15. GENERAL PROVISIONS

15.1 Recovery of Direct Labor, Overhead, and/or Fringe Costs:

To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹

- 1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 Financial Reporting and Audit Requirements: The LPA shall comply with the financial reporting and audit requirements of 2 CFR Part 200.

The LPA must submit performance reports at the interval required by the Federal awarding agency and pass-through entity. Annual reports must be due 90 calendar days after the reporting period; quarterly and semi-annual reports must be due 30 calendar days after the reporting period. Alternatively, ODOT may require annual reports before the anniversary dates of multiple year Federal awards.⁶ LPAs that expend \$750,000 or more in the LPA's fiscal year in Federal awards must have a Single Audit, or program-specific audit, conducted for that year in accordance with 2 CFR §200.501.

Federal and State funds expended to or on behalf of a subrecipient must be recorded by the subrecipient (LPA). The LPA is responsible for tracking these payments throughout the life of the project in order to ensure an accurate Schedule of Expenditures of Federal Award (hereinafter referred to as *Schedule*) is provided for 20.205 funding. The LPA must identify each ODOT PID and/or Project and the corresponding expenditures on its Schedule separately. LPAs are responsible for ensuring funds related to this PROJECT are reported when the activity related to the Federal award occurs.⁷ The LPA is required to report its own expenditures, in addition to any expenditures made by ODOT for the project in the applicable Schedule when the expenditure was made. When a Schedule is not accurately reported for the project, the LPA will be required to make corrections to past, current, and possibly future Schedules and Audit Reports to ensure Federal funds are accurately reported in the correct fiscal year matching the project expenditure. The LPA is required to report all Federal funds received, or expended on its behalf, regardless to differences in the LPA expenditure date and ODOT reimbursement date.

- 15.3 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws*: LPA agrees that it they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.7 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.8 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.9 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.10 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Belmont County Commission

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: J. P. Dutton /s/
J.P. Dutton

By: _____
Jerry Wray
Director

By: _____
Josh Meyer

By: Mark Thomas /s/
Mark Thomas

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁵ Question and Answer guidance can be found at the following web address: [http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

⁶ See 2 CFR §200.328.

⁷ Per 2 CFR §200.502

July 12, 2017

Date: 7-12-17
Upon roll call the vote was as follows:

Date: _____

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF BEVERLY VICKERS, SSOBC FULL-TIME DRIVER

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of full-time Senior Services of Belmont County Driver Beverly Vickers, effective July 21, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JOHN WINLAND AS PART-TIME DRIVER/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Dutton to hire John Winland as Part-Time Driver for Senior Services of Belmont County, effective July 17, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING TYRA MCENDREE AS PART-TIME COOK/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Dutton to hire Tyra McEndree as Part-Time Cook for Senior Services of Belmont County, effective July 17, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO CAC GOVERNING BOARD EXECUTIVE COMMITTEE

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2017 through July 31, 2018, based upon the recommendation of the CAC Governing Board Executive Committee:

REAPPOINTMENTS:

Mr. Stanley Stein
Ms. Jody Geese
Mr. Mike Crawford
Mr. Robert Quirk
Ms. Akiko Brownstein

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS WITH BELMONT SAVINGS BANK

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with Belmont Savings Bank, for the deposit of Active, Inactive, and Interim moneys not to exceed \$20,250,000.00, for the four year period commencing July 1, 2017 and ending June 30, 2021.

**MEMORANDUM OF AGREEMENTS
FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, Belmont Savings Bank a financial institution corporation under the laws of the State of Ohio,
(full corporate name of financial institution)

United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of 63 million 878 thousand Dollars (\$ 63,878,000.00) and thirty percent (30%) total assets of 136 million 659 thousand Dollars (\$136,659,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2017 and ending June 30, 2021, both inclusive, it will accept for deposit and safekeeping the maximum sum of twenty million two hundred fifty thousand Dollars (\$ 20,250,000.00) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of twenty million two hundred fifty thousand Dollars (\$ 20,250,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth:

_____ Dollars (\$ _____) for the period beginning July 1, 2017 and ending June 30, 2021 as active deposits; and _____ Dollars (\$ _____) as active deposits; and _____ Dollars (\$ _____) for the period beginning July 1, 2017 and ending June 30, 2021 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals twenty million two hundred fifty thousand Dollars (\$ 20,250,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of twenty million two hundred fifty thousand Dollars (\$20,250,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

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Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:		Amount <u>\$250,000.00</u>
<u>FDIC Insurance</u>		
a.	Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:	
	Itemize	Market Value
	<u>Mortgage –Backed securities</u>	<u>\$ 20,000,000.00</u>
b.	Surety company bond or bonds in the sum required by Section 135.18; Revised Code	
	Itemize	Market Value
		\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2017 and ending June 30 2021, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 1st day of June, 2017

<u>Belmont Savings Bank</u>	
(Full Name of Financial Institution)	
By <u>Todd Cover /s/</u>	<u>President & CEO</u>
Name	Title of Office Held
By <u>James A. Trouten /s/</u>	<u>Vice President Controller</u>
Name	Title of Office Held
<u>Belmont County Commissioners</u>	<u>07/12/17</u>
By <u>Mark A. Thomas /s/</u>	<u>President</u>
Name	Title of Office Held
By <u>J. P. Dutton /s/</u>	<u>Vice-President</u>
Name	Title of Office Held
By _____	_____
Name	Title of Office Held

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS WITH FIRST NATIONAL BANK

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with First National Bank, for the deposit of Active, Inactive, and Interim moneys not to exceed \$20,000,000.00 and Inactive moneys not to exceed \$20,000,000.00, for the four year period commencing July 1, 2017 and ending June 30, 2021.

MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, First National Bank a financial institution corporation under the laws of the *State of Ohio*, (full corporate name of financial institution)

United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of _____ Dollars (\$ _____) and thirty percent (30%) total assets of _____ Dollars (\$ _____) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2017 and ending June 30 2021, both inclusive, it will accept for deposit and safekeeping the maximum sum of twenty million Dollars (\$ 20,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of zero Dollars (\$ 0.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth: twenty million Dollars (\$ 20,000,000.00) for the period beginning July 1, 2017 and ending June 30, 2021 as active deposits; and _____ Dollars (\$ _____) as active deposits; and zero Dollars (\$ 0.00) for the period beginning July 1, 2017 and ending June 30, 2021 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals twenty million Dollars

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(\$ 20,000,000.), a total which does not exceed the limit set by Section 135.03 of the Revised Code thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of twenty million Dollars (\$ 20,000,000) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

<u>102% COLLATERALIZATIONAL ON ALL FUNDS</u>		Amount _____
a.	Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:	
	Itemize	Market Value
		\$ _____
b.	Surety company bond or bonds in the sum required by Section 135.18; Revised Code	
	Itemize	Market Value
		\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2017 and ending June 30 2021, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 24th day of May, 2017

<u>First National Bank</u>	
(Full Name of Financial Institution)	
By <u>Tracie Elza</u>	VP
Name	Title of Office Held
By <u>Tracie Elza /s/</u>	VP
Name	Title of Office Held
Belmont County Commissioners 07/12/17	
By <u>Mark A. Thomas /s/</u>	President
Name	Title of Office Held
By <u>J. P. Dutton /s/</u>	Vice-President
Name	Title of Office Held
By _____	Title of Office Held
Name	Title of Office Held

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS WITH HOME SAVINGS BANK

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Memorandum of Agreements for Deposit of Public Funds with Home Savings Bank, for the deposit of Active moneys not to exceed \$30,000,000.00 and Inactive moneys not to exceed \$20,000,000.00, for the four year period commencing July 1, 2017 and ending June 30, 2021.

MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Home Savings Bank a financial institution corporation under the laws of the State of Ohio, (full corporate name of financial institution)

United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of Three Million, Eight Hundred Seventeen Thousand, Three Hundred Twenty-Three and 00/100 Dollars (\$ 3,817,323.00) and thirty percent (30%) total assets of Six Hundred Fifty-Seven Million, Four Hundred and Three Thousand, Five Hundred and 00/100 Dollars (\$ 657,403,500) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2017 and ending June 30 2021, both inclusive, it will accept for deposit and safekeeping the maximum sum of Ten Million and 00/100 Dollars (\$ 10,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of Ten Million and 00/100 Dollars (\$ 10,000,000) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other

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sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth:

Ten Million and 00/100 Dollars (\$ 10,000,000.00) for the period beginning July 1, 2017 and ending June 30, 2021 as active deposits; and Ten Million and 00/100 Dollars (\$ 10,000,000.00) as active deposits; and Ten Million and 00/100 Dollars (\$ 10,000,000.00) for the period beginning July 1, 2017 and ending June 30, 2021 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Twenty Million and 00/100 Dollars (\$ 20,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Ten Million and 00/100 Dollars (\$ 10,000,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

	<u>Pooled Asset Account</u>	Amount <u>133,840,600.30</u>
a.	Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:	
	Itemize	Market Value
		\$ _____
b.	Surety company bond or bonds in the sum required by Section 135.18; Revised Code	
	Itemize	Market Value
		\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2017 and ending June 30 2021, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 11th day of May, 2017

	<u>Home savings Bank</u>	
	(Full Name of Financial Institution)	
By	<u>Barbara Radis /s/</u>	<u>EVP Retail</u>
	Name	Title of Office Held
By	<u>Matt Conley /s/</u>	<u>SVP-Retail Operation</u>
	Name	Title of Office Held
	<u>Belmont County Commissioners</u>	<u>07/12/17</u>
By	<u>Mark A. Thomas /s/</u>	<u>President</u>
	Name	Title of Office Held
By	<u>J. P. Dutton /s/</u>	<u>Vice-President</u>
	Name	Title of Office Held
By	_____	_____
	Name	Title of Office Held

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS WITH WESBANCO BANK

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with WesBanco Bank, Inc., for the deposit of Active, Inactive, and Interim moneys not to exceed \$60,000,000.00 and Inactive moneys not to exceed \$20,000,000.00, for the four year period commencing July 1, 2017 and ending June 30, 2021.

MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, WesBanco Bank, Inc. a financial institution corporation under the laws of the State of Ohio, (full corporate name of financial institution) United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of _____ Dollars (\$ _____) and thirty percent (30%) total assets of _____ Dollars (\$ _____) as shown in the financial statement attached to

the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2017 and ending June 30, 2021, both inclusive, it will accept for deposit and safekeeping the maximum sum of twenty five million Dollars (\$ 25,000,000) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of ten million Dollars (\$ 10,000,000) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth: twenty five million Dollars (\$ 25,000,000) for the period beginning July 1, 2017 and ending June 30, 2021 as active deposits; and twenty five million Dollars (\$ 25,000,000) as active deposits; and ten million Dollars (\$ 10,000,000) for the period beginning July 1, 2017 and ending June 30, 2021 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals sixty million Dollars (\$ 60,000,000), a total which does not exceed the limit set by Section 135.03 of the Revised Code thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of sixty million Dollars (\$ 60,000,000) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:	
<u>US Treasury, Municipal Bonds, Government Securities</u>	Amount <u>1.05% of balance</u>
a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:	
Itemize	Market Value
	\$ _____
b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code	
Itemize	Market Value
	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2017 and ending June 30, 2021, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 22nd day of June, 2017

<u>WesBanco Bank, Inc.</u>	
(Full Name of Financial Institution)	
By <u>Jeffrey A. Grandstaff /s/</u>	<u>SVP</u>
Name	Title of Office Held
By _____	
Name	Title of Office Held
<u>Belmont County Commissioners</u>	<u>07/12/17</u>
By <u>Mark A. Thomas /s/</u>	<u>President</u>
Name	Title of Office Held
By <u>J. P. Dutton /s/</u>	<u>Vice-President</u>
Name	Title of Office Held
By _____	
Name	Title of Office Held

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM GIL THERMES FENCE CO., INC., FOR REPLACEMENT OF 50 FT. OF CHAIN LINK FENCE ON TROUGH RUN ROAD IN BELLAIRE

July 12, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the proposal from Gil Thermes Fence Co., Inc., in the amount of \$1,850.00 for the replacement of 50 feet of chain link fence that was damaged in an accident on Trough Run Road in Bellaire on May 6, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ADDENDUM TO LEASE
WITH FKH, LLC/NORTHERN AND EASTERN DIVISIONAL COURTS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the Addendum to the lease with FKH, LLC, for the rental of temporary space in Bellaire for Belmont County Northern and Eastern Divisional Courts, to establish a prorated rent amount for the period of May 22, 2017 through May 31, 2017, and to allow for the Landlord's reimbursement of all utility costs for the term of the lease. **(Original lease approved May 31, 2017; CORSA Claim Number 0160028175)**

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is made and entered into as of the 12th day of July, 2017, by and between **FKH, LLC**, (the "Landlord"), and **The Board of County Commissioners, Belmont County, Ohio** (the "Tenant").

WHEREAS, Landlord and Tenant entered into a Lease dated May 31, 2017, (Lease), a copy of which is attached hereto; and

WHEREAS, Landlord and Tenant have mutually agreed to modify the terms of said lease;

NOW THEREFORE, In consideration of the mutual covenants and conditions set forth herein, the Landlord and Tenant agree:

(1) That the paragraph title **RENT** on page 2 of said lease be deleted and replaced with the following:

RENT

Landlord shall invoice Tenant monthly for rent and utilities. Tenant shall pay rent to Landlord in the amount of \$1,333.33 for the period of May 22, 2017 through May 31, 2017. Tenant shall then pay \$4,000.00 per month for each and every month during the Term of the Lease. Said rent shall cover all real estate taxes and assessments, property and liability insurance carried by Landlord. Tenant shall reimburse the Landlord for any and all utility costs at the premises during the term of Tenant's occupancy. Copies of paid utility bills are to be included with the Landlord's monthly rental invoice.

(2) In all other respects, said Lease shall remain in full force and effect.

Executed this 12th day of July, 2017.

SIGNATURE PAGE FOR LANDLORD

Landlord has executed this Addendum this 12th day of July, 2017.

LANDLORD

FKH, LLC, an Ohio limited liability company

By: David A. Humphreys /s/

Name: David A. Humphreys

Title: President

SIGNATURE PAGE FOR TENANT

Tenant has executed this Lease to be effective as of the 12th day of July, 2017.

TENANT

**The Board of County Commissioners of
Belmont County, Ohio**

By: Mark A. Thomas /s/

Mark A. Thomas, President

By: J. P. Dutton /s/

J. P. Dutton, Vice President

By: _____

Josh Meyer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTRACT WITH PANHANDLE
CLEANING & RESTORATION, INC./NORTHERN & EASTERN COURT BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and execute the contract with Panhandle Cleaning & Restoration, Inc., in the amount of \$391,425.79 for the restoration and reconstruction of the Belmont County Northern and Eastern Divisional Court Building in Bellaire which was damaged by fire on May 2, 2017. **(CORSA Claim Number 0160028175)**

CONTRACTING SERVICES AGREEMENT

This **AGREEMENT** is made and entered into this 12th day of July, 2017, by and between **PANHANDLE CLEANING & RESTORATION, INC.**, with an address of 42 38th Street, Wheeling, WV 26003 ("Contractor") and **Belmont County Commissioners, (Belmont County Eastern/Northern Divisional Court Building)** with an address of 400 28th Street, Bellaire, OH 43906 ("Owner").

WHEREAS, Contractor has been requested to provide certain labor and or materials ("Contracting Services") for the benefit of the Owner as more specifically designated on the estimate attached hereto; and

WHEREAS, the Contractor is willing to perform such Contracting Services for the benefit of the Owner subject to the following terms and conditions.

NOW, THEREFORE WITNESSETH: That for an in consideration of the mutual undertakings set forth below, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties intending to be legally bound do hereby agree as follows:

1. **Scope of Work:** The Contractor shall perform the scope of work as outlined in the attached estimate, prepared by Custard Insurance Adjuster, Shane Mott. The Owner has the full right and authority to make any changes to the scope of work deemed necessary, including removal of work from the contract, and such modifications shall be made in writing and signed by both parties prior to any new/additional work being performed, and work being removed. Any adjustment to the Contract Price based on such approved modifications shall be made as set forth hereinafter.

2. **Contract Price: Payment:** The Owner shall pay or cause to be paid to the Contractor the sum of \$ 391,425.79 (Three Hundred Ninety One Thousand Four Hundred Twenty Five and 79/100 Dollars) (the "Contract Price") for the Contracting Services to be performed under this Agreement as set forth below. In the event of any modifications to the scope of work of the Contracting Services requested by the Owner, the Contractor shall furnish a written statement of the value of such change as either an additional cost or credit to the Contract Price. The Owner's written acceptance of such modification and corresponding increase or decrease shall constitute an authorized adjustment to the Contract Price.

Payments shall be made to the Contractor upon receipt of invoices based on the following schedule:

July 12, 2017

A. One-third of the original Contract Price upon acceptance of this Agreement. Payment request based upon completion of the following milestone as of June 20, 2017: Removal of all fire damaged attic space area materials, clean, vacuum and spray seal of same, removal and replacement of fire damaged roof trusses, roof sheathing and rebuild of roof gable overlay reconstruction.

One-Third amount requested: \$ 130,475.26

B. One-third of the original Contract Price for the following Contracting Services milestone: Completion of entire roof shingle, vents, capping, drip edge installation, exterior metals and paint work and interior mechanical rough in for electric, HVAC and gas line reinstallation.

One-Third payment (2nd Draw) amount requested: \$ 130,475.26

C. The balance of the Contract Price including any adjustments is due upon receipt of Contractor's final invoice, which shall be remitted upon completion of the Contracting Services described herein.

D. All invoices submitted by the Contractor for work performed shall include certified payroll (prevailing wage) reports for the period billed.

3. Contractor's Responsibilities: In addition to performing the scope of work for the Contract Services, the Contractor shall also be responsible for the following:

A. Maintaining the work area in a reasonably clean manner and removing all debris and trash on a daily basis. All materials, tools and equipment shall be removed from the work area promptly upon completion of the scope of work.

B. Obtaining all necessary licenses and permits for the Contracting Services.

C. Not unreasonably interfering with the Owner's use and enjoyment of the premises while the Contracting Services are being performed and coordinating the hours and days of such work with the Owner to the extent reasonably possible.

D. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the performance of the work, including but not limited to, state and federal prevailing wage laws.

E. Contractor shall, throughout the duration of this contract, maintain Workers' Compensation coverage and shall submit a current certificate of coverage to the County upon the execution of this contract.

F. At its sole expense, the Contractor shall maintain automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The minimum liability limits shall not be less than \$1,000,000 per occurrence, and the Owner shall be named as an additional insured. Proof of insurance will be required upon the execution of this contract.

G. Contractor shall indemnify and hold harmless the Owner, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may occur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole in part by the negligent act or omission of the Contractor, any person directly or indirectly employed by the Contractor or any person for whose acts they may be liable. The Contractor further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

4. Owner's Responsibilities: The Owner shall be responsible for the following:

A. Cooperating with the Contractor and its employees in scheduling the days and hours that the Contracting Services are to be performed.

B. Refraining from interfering with the work of the Contractor's employees or using any equipment, materials, or other property of the Contractor. Any questions or comments of the Owner regarding the Contracting Services shall be directed to either the project supervisor or to the Contractor's office at (304) 232-2321.

C. Making the timely payments of the Contract Price as set forth above.

D. Assisting the Contractor with obtaining necessary licenses and permits.

5. Miscellaneous: This Agreement is subject to the following additional terms:

A. Governing Law; Jurisdiction. This Agreement is governed by and construed under the laws of the State of Ohio. Any action to enforce the terms of this Agreement shall be brought before the appropriate court in Belmont County.

B. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties regarding the Contracting Services and supersedes all prior oral or written discussions or negotiations. Any amendment to this Agreement shall only be valid and binding if in writing and signed by the parties hereto.

C. Binding Effect; This Agreement shall be a binding obligation upon the parties, their heirs, personal representatives, agents, successors and assigns.

D. Severability; In the event that any portion of this Agreement shall be deemed to be void or unenforceable by a court of competent jurisdiction, the remaining terms and conditions shall be deemed separate and valid provisions.

E. Default; In the event that either party shall be in default of its obligations under this Agreement, written notice of such default shall be made by personal delivery or certified mail, return receipt requested. The defaulting party shall have a period of fifteen (15) days to cure such default after which time the non-defaulting party may commence action for all remedies and relief to which entitled, including but not limited to reasonable attorney's fees and costs.

F. Time; Time is of the essence with regard to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/

Mark A. Thomas, President

J. P. Dutton /s/

J. P. Dutton, Vice President

Josh Meyer

7-12-17

Date

APPROVED AS TO FORM:

By David K. Liberati /s/

Title David K. Liberati, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING THE ANNUITY CLAIM FORM FROM AMERICAN NATIONAL FOR MS. JO ANN MOTT (DECEASED)/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Thomas to authorize Commission President Mark A. Thomas to sign the Annuity Claim Form from American National for Ms. Jo Ann Mott (deceased) on behalf of the Board and the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR THE ENGINEER'S PROJECT 17-4 SLIP REPAIR

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineer's Project 17-4 BEL-2-3.91, BEL-86-3.80 and BEL-WAS-103-2.32 Slip Repair; they proceeded to open the following bids:

July 12, 2017

NAME	BID BOND	BID AMOUNT
Allen Stone Company, Inc. 1324 Ellis Run Road Cutler, OH 45724	X	\$534,990.02
BBR Drilling Company, Inc. 41462 Palmer Road Belmont, OH 43718	X	\$423,393.50
Crossroads Construction, Inc. 3155 Harding Lane Cambridge, OH 43725	X	\$437,928.00
Ohio-WV Excavating Co. PO Box 128 Powhatan Point, OH 43942	X	\$389,242.80
Shelly & Sands, Inc. PO Box 2469 Columbus, OH 43216	X	\$529,915.00

(Engineer's Estimate: (\$487,180.00))

Present for opening: Terry Lively, County Engineer; Dan Boltz, Assistant Engineer and Robert DeFrank, Times Leader; Tracy Temple; Josh Baxter; and Mark Haverty.

Motion made by Mr. Thomas, seconded by Mr. Dutton to turn over all bids received for the Belmont County Engineer's Project 17-4 BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR to County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

Mr. Lively, County Engineer, said this is an OPWC project that was applied for last year that will be happening in three different locations in the county. The majority of the work will be happening on Deep Run Road-County Road 2. Approximated 310 feet of wall will be reconstructed along the creek to prevent the creek from eroding into the roadway. In addition there is more work to be done in the area; Nixon Run Bridge is being rebuilt by Gulfport and a bridge on County Road 2 will be replaced so the road will be closed for two weeks. ODOT is also doing some work on Route 7 by Glens Run. He said it will be inconvenient, but the work needs done and will be a huge improvement when it is done.

10:00 Agenda Item: Annual Budget Hearing

Present: Barb Blake, Fiscal Manager and Lisa Vannoy, Assistant Clerk.

Ms. Blake explained the budget procedure. She said the Board of Commissioners asked all departments to be as realistic as possible when submitting their budgets. In 2018 there is an expected decline in revenue based on the MCO sales tax decline. 2018 requests are higher than 2017 by a few million dollars. She noted sixteen departments requested more for 2018, twenty-one requested less, and there is no net change for four departments. The budget will be filed with the County Auditor by July 20th and a meeting will be held with the Budget Commission in August to review the budget. Appropriation meetings will be after that. Mr. Thomas said the County Auditor advised the Board of Commissioners in March there may be no additional monies to appropriate in 2018 or even less due to additional state budget cuts being proposed. A memo was sent by the Auditor's office to all departments in March advising them of the same.

Mr. Thomas said the new state budget is in place from July 1 and, as usual, there are continued cuts and unfunded mandates. He explained unfunded mandates are things the state requires under state law, but give no money to do them. He said the state makes the laws and tells the counties and all other local governments what to do and how to do it, however, they don't fund everything they tell them to do. Mr. Thomas said as of July 1, 2017, with the new budget, we can no longer collect sales tax on Medicaid Managed Care Organizations (MCOs) per the federal government to the state of Ohio, down to the counties. He said state associations and individuals have taken time to lobby the General Assembly to hold us harmless with regard to the potential loss of sales tax. He said the Ohio House of Representatives overrode Governor Kasich's veto and has sent it to the Senate. He hopes the Senate overrides the veto and allows the state of Ohio to approach the federal government asking for an increase in franchise fees for the MCO's. He said we could go into 2018 with upwards of \$1 million less in projected receipts than in 2017. Mr. Thomas said if this happens the options are to quit funding things not required per ORC such as OSU Extension, Soil & Water, etc. and not foregoing the Local Governments Funds. The County has foregone its 15% share (approximately \$225,000) for the past 3-4 years and given it to the townships, cities, villages, etc. He noted that the Public Defender's Indigent Defense Counsel fees for capital murder cases has been increased from \$60-\$75 per hour to \$125 per hour, another unfunded mandate that erodes the budget. He said we continue to fight the severance tax issue. That tax is coming from southeast Ohio only and we deserve a share to repair roads, replace bridges, etc.

Mr. Dutton said as new commissioners, this will be the first full budget cycle for he and Mr. Meyer. He is excited to start the process of meeting with individual departments earlier than prior years as it will provide ample time to give each proposal the seriousness it deserves. He stated that a commissioner's most important duty to county citizens is producing a budget that puts the county in a better position moving forward. He said we need to be very diligent that the money they are spending is for crucial things. While he agreed with Mr. Thomas's explanation of potential factors reducing the budget, Mr. Dutton mentioned that the budget has increased in recent years by noting that the 2013 budget was \$17.5 million and in 2017 it was \$21.5 million. Mr. Thomas said Belmont County still remains very strong financially and they want to remain fiscally strong and fiscally conservative.

IN THE MATTER OF APPROVING AND SUBMITTING THE ANNUAL BUDGET FOR FY COMMENCING JANUARY 1, 2018 FOR CONSIDERATION BY THE COUNTY BUDGET COMMISSION

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2018, for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 2:38 P.M.

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

July 12, 2017

Commissioner Meyer participated via phone.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 3:21 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 3:21 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

Reconvened Friday, July 14, 2017 at 9:00 a.m. Present: Commissioners Thomas and Dutton and Jayne Long, Clerk. Absent: Commissioner Meyer.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:06 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 9:06 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF HIRING DEBRA BUTLER
AS FULL-TIME HEAD NURSE/JAIL AND SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hire of Debra Butler as full-time Head Nurse for Belmont County Jail and Sargus Juvenile Center, effective July 17, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:07 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 9:07 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes

July 12, 2017

Mr. Meyer

Absent

Read, approved and signed this 19th day of July, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer – Absent_____

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