

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

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer 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 \$518,302.88

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S12 PORT AUTHORITY FUND

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S03.012 Equipment	\$ 3,000.00

S30 OAKVIEW JUVENILE FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$ 412.56
E-8010-S030-S53.000 Medical	E-8010-S030-S64.012 Equipment	\$ 3,828.66
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S60.000 Maintenance	\$ 6,377.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S55.010 Supplies	\$ 4,400.00
E-8010-S030-S57.000 Travel/St. Development	E-8010-S030-S63.000 General	\$ 5,000.00
E-8010-S030-S65.000 Indirect Costs	E-8010-S030-S63.000 General	\$ 3,685.00
E-8010-S030-S58.000 Communications	E-8010-S030-S63.000 General	\$ 3,700.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR THE MONTHS OF APRIL, MAY & JUNE, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for Waived Hospitalization for the months of April, May & June, 2017.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	10,749.98
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	541.65
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	222.75
E-2230-F082-F01.002	PREP	R-9891-Y091-Y03.500	152.26
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,333.33
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,566.64
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	100.02
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00

June 28, 2017

E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,166.66
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9891-Y091-Y03.500	
E-0400-M060-M64.008	JUVENILE (Truancy)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	2,750.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	750.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,083.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		25,416.62

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated June 28, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
ENGINEERS-Don Pickenpaugh and Dustin Reed to Columbus, OH, on September 24-27, 2017, to attend the 2017 Ohio GIS Conference & Trade Show. Estimated expenses: \$1600.00
SENIORS-Sue Hines to Triadelphia, WV, on July 6, 2017, to The Highlands and Logan's for a senior outing. Tish Kinney to Moundsville, WV, on July 7, 2017, to the Prima Marina for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 21, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

Mr. Dutton Yes

Commissioner Thomas made the following announcements:

- (a) The Board's next regular meeting will be held on Thursday, July 6, at 9:00 a.m. due to the holiday.
- (b) The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Public Defender Commission. Applications will be accepted through June 30, 2017. Interested parties may stop in or contact the Commissioners' office at (740-699-2155) to request an application.
- (c) The Mental Health and Recovery Board is seeking applications to fill two positions on that Board. Interested parties should contact their office to request an application at 740-695-9998.

**IN THE MATTER OF ADOPTING RESOLUTION
HONORING SERGEANT SYLVESTER ANTOLAK**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the resolution in honor of Sergeant Sylvester Antolak.

**RESOLUTION
IN HONOR OF
SERGEANT SYLVESTER ANTOLAK**

WHEREAS, Sergeant Sylvester Antolak was born on September 10, 1916, in St. Clairsville, Ohio; and
WHEREAS, Sergeant Antolak was a member of Company B, 15th Infantry Regiment, 3rd Infantry Division, during World War II; and
WHEREAS, on May 24, 1944, near Cisterna di Littoria, Italy, Sgt. Antolak displayed extraordinary bravery when he charged a German machine gun nest and continued to advance while taking enemy fire and sustaining injuries that eventually cost him his life; and
WHEREAS, Sergeant Antolak was directly responsible for eliminating 20 Germans, capturing an enemy machine gun, and clearing the path for his company to advance; and
WHEREAS, Sergeant Antolak was posthumously honored with the Congressional Medal of Honor for his heroic actions.
NOW THEREFORE, BE IT RESOLVED, the Board of Commissioners of Belmont County, Ohio, is proud to honor and pay tribute to Sergeant Sylvester Antolak for his unflinching courage and steadfast devotion to country for which he made the ultimate sacrifice.
 Adopted this 28th day of June, 2017

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE
TEN-MILL LIMITATION AND REQUESTING THE COUNTY
AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH
REGARDING 1.5 MILL RENEWAL/SENIOR SERVICES**

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners:

SECTION 1. That pursuant to the provisions of Section 5705.19(Y) of the Ohio Revised Code, it is necessary that a renewal tax be levied in excess of the ten mill limitation for the benefit of Belmont County for the purpose of
A renewal tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services to elderly residents who are frail and or handicapped, at a rate not exceeding one and one half mills (1.5) mills for each one dollar (\$1.00) of valuation, which amounts to fifteen cents (\$.15) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2018 (Ohio Revised Code Section 5705.05)

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the seventh day of November, 2017. If approved by the electors, said tax levy shall first be placed upon the 2018 tax list and duplicate, for first collection in calendar year 2019.

SECTION 3. That pursuant to Section 5705.03(B) of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Senior Citizens Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

BE IT FURTHER RESOLVED, that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Thomas moved for the adoption of the foregoing Resolution, seconded by Commissioner Meyer, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Thomas	<u>Yes</u>
Commissioner Meyer	<u>Yes</u>
Commissioner Dutton	<u>Yes</u>

In Witness Whereof, the following have executed this instrument this 28th day of June 2017.

Mark A. Thomas /s/
 Mark A. Thomas, President
J. P. Dutton /s/
 J. P. Dutton, Vice-President
Josh Meyer /s/
 Josh Meyer

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE
CONTRACT BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY
SERVICES AND HARMONY HOUSE INC.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign a renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Harmony House Inc., effective July 1, 2017 through June 30, 2018, in the maximum amount of \$125,000.00, for the provision of a children's advocacy center.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Harmony House of Belmont County

Whereas, this contract, entered into on this **28th day of June, 2017**, by and between the Belmont County Department of Job and Family Services, hereinafter referred to as the "**Purchaser**", and Harmony House, Inc., hereinafter referred to as the "**Contractor**", is for the purchase for the establishment of a fully-functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children's Advocacy Center that works toward strengthening our community's response to child abuse using a more child-focused approach. This program will adhere to the State of Ohio rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Children's Advocacy Center services to the Belmont County Department of Job and Family Services Children Services Division by developing and maintaining a Children's Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children's Advocacy Center will provide a more humane, culturally competent, legally sound, site based, multidisciplinary team (MDT) centered assessments, investigations, prosecutions and interventions including treatment involving child abuse allegations that focus on the needs of the alleged child victims and families with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medial referrals and education thus decreasing victim trauma, increasing offender accountability, strengthening the MDT and strengthening community response to child abuse.

The primary focus of a Children's Advocacy Center is child sexual abuse. The Contractor will also provide services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children up to their 19th birthday, services are available to adults with developmental disabilities who, due to alleged victimization, may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are affected by the allegations.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075

Contractor: Harmony House, Inc.
2000 Eoff Street
Wheeling WV 26003

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2017. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2018.

IV SERVICES

1. Child forensic interviewing
 - Assessment of a child's needs for overall well-being of the child
 - Obtainment of information in a neutral, fact-finding manner
2. Extended forensic interviewing (evaluation)
3. Victim advocacy and support
 - Crisis intervention
 - Supportive counseling
 - On-site therapy
 - Individual
 - Family
 - Group
 - Case management
 - Medical referral, evaluation and treatment coordination
 - Mental health referral and coordination
 - Victim services coordination
 - Information and referrals
 - Multi-disciplinary team (MDT) case reviews
 - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services and prosecution
 - Case Tracking
 - Participation on community MDT's and task forces
4. Criminal justice support
 - Court accompaniments
 - Children's court preparation
 - Court testimony (subpoena)
 - Court expert witness testimony
5. Community Education
 - Professional development
 - Prevention programs
 - Awareness campaigns
 - Psycho-education programs

V SCOPE OF WORK

A. The Contractor Responsibilities

1. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor, a fully accredited member of the National Children's Alliance, during the term of this contract.
2. To ensure all Belmont County, Ohio children referred to the Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the term of this contract.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County, Ohio children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness and to identify victims of child abuse to at least 100 Belmont County, Ohio participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County, Ohio children referred to the Contractor and in need of these services during the term of this contract.
7. The Contractor will schedule victim interviews within three (3) days upon receipt of referral.

8. The Contractor will provide a verbal report and interview DVD to the Purchaser upon completion of the interview.
9. The Contractor will provide a written summary to the Purchaser in a timely manner with most summaries being completed within a two (2) week period when possible with this timeframe contingent upon the number of summaries to be completed. The summaries will be expedited when a request is made. The summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

B. The Purchaser's Responsibilities

1. The Purchaser will make referrals to the Contractor within two (2) working days upon the receipt of information on a case determined by the Purchaser that meets the criteria for a forensic interview.
2. The Purchaser will provide all necessary contact and referral information needed for the Contractor's services to occur.
3. The Purchaser will participate in all scheduled team meetings of the Contractor and provide requested case information for case review and tracking in a timely manner upon request from the Contractor.
4. The Purchaser will be in attendance for victim interviews.
5. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. For the contract period July 1, 2017 through June 30, 2018, the total amount available for reimbursements to the Contractor under the terms of this contract will be \$125,000.00.

This amount consists of \$125,000.00 (\$105,000.00 from the Belmont County Department of Job and Family Services and \$20,000.00 from the Belmont County Commissioners). The funds may be used as needed by the Contractor.

Any remaining funds at the end of the contract period will be returned to the Purchaser.

VII ALLOWABLE COSTS

The Purchaser will reimburse only for those costs authorized pursuant to this contract.

VIII BILLING, PAYMENT AND COSTS

Invoices for actual costs incurred for providing services will be submitted by each month by the Contractor no later than the 20th day of the following month. Failure to submit this information on time may be considered a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment then the Contractor must be notified before the thirty (30) day period has expired.

The reasons for denial of payment include, but are not limited to, failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined Article IV, is made.

The following costs are allowable under this contract:

Personnel, Salaries, Payroll Taxes, Worker's Compensation, Health Insurance, Pension, Client Materials, Office Supplies, Postage, Printing, Payroll Service Fees, Telephone, Internet, Maintenance Contracts/Copies, Travel Expenses, Training/Staff Development, Dues and Subscriptions, Advertising, Data Base Fees, Security, Logos and Decorations, Liability and Property Insurance, Accounting and Auditing Fees, Legal Fees and Miscellaneous.

It is anticipated that the Contractor will invoice the Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within thirty (30) days upon receipt of request for payment with documentation. Any funds not spent down during the term of this contract will remain in the special Contractor fund to be used to offset future expenses.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

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

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

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

XI DISPOSITION OF ASSETS AND INTELLECTUAL PROPERTIES

Office equipment and furniture assets purchased under this agreement shall be the property of the Purchaser and shall be delivered to the Purchaser when the term of this contract expires. An inventory of the Purchaser equipment and/or furnishings will be maintained by the Contractor. The Purchaser has the option to donate said assets to the Contractor at the expiration of the contract.

The Contractor's client records/files, manuals, guidelines and forms are the property of the Contractor and so shall be deemed the Contractor's property when the term of this contract expires.

The Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset the Contractor obtains outside the scope of this contract funding is the property of the Contractor.

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

Notice, as required under this agreement, shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that, at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's officers, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, modifications and repayment.

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

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB Circulars, Ohio laws and regulations, including the Ohio Administrative Code rules, and all provisions of the Purchaser's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior and written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, The Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This contract supersedes all previous communications, representations or writings including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the party thirty (30) days prior to the effective date of termination. Should the Contractor wish to terminate this contract notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement. Any funds expended for contractual services and items prior to the date of termination shall be paid in accordance with Article VIII to the Contractor.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment, as applicable, the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor and the Purchaser agree to hold each other harmless both legally and financially. The Contractor and the Purchaser are responsible to maintain their own liability coverage.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio when possible.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permissible by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-

era veteran status, age, political belief or place of birth. Such action shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws. The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and any other Child Support Enforcement Agency (CSEA) in ensuring that the Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

<u>Vince Gianangeli /s/</u>	<u>6-21-17</u>
Vince Gianangeli, Director Belmont County Department of Job and Family Services	Date
<u>Debra Hawkins /s/</u>	<u>6-21-17</u>
Debra Hawkins, Executive Director Harmony House, Inc.	Date
<u>Mark A. Thomas /s/</u>	<u>6-28-17</u>
Mark A. Thomas, President Belmont County Board of Commissioners	Date
<u>J. P. Dutton /s/</u>	<u>6-28-17</u>
J. P. Dutton, Vice-President Belmont County Board of Commissioners	Date
<u>Josh Meyer /s/</u>	<u>6-28-17</u>
Josh Meyer, Commissioner Belmont County Board of Commissioners	Date
Approved as to form: <u>David K. Liberati /s/ assist PA</u>	<u>6-22-17</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES AND COMMUNITY ACTION COMMISSION OF BELMONT COUNTY FOR WORK EXPERIENCE; LEADERSHIP DEVELOPMENT OPPORTUNITIES AND ADULT MENTORING FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH/2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, in the maximum amount of \$245,000.00 for the Work Experience; Leadership Development Opportunities and Adult Mentoring for In-School Youth and Out-of-School Youth for Program Year 2017.

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

Whereas, this contract, entered into on the 28th day of **June, 2017**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities and Adult Mentoring for In-School

Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities and Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2017 (July 1, 2017-June 30, 2018). These services are three (3) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services

68145 Hammond Road
St. Clairsville, OH 43950
(740)695-1075

Contractor: The Community Action Commission of Belmont County

153 ½ West Main Street
St. Clairsville, OH 43950
(740)695-0293

III CONTRACT PERIOD

This contract and its terms for Program Year 2017 will become effective on July 1, 2017. The termination date of this contract is June 30, 2018. This contract may be renewed for up to one (1) additional Program Years based upon contractual review and performance review by the Purchaser and as approved by the Workforce Development Area 16 Workforce Development Board.

IV DEFINITIONS

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

Allowable Costs

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

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 16 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2))], a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act. All WIOA youth participants are required to participate in CCMEP no later than December 31, 2016.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). Effective July 1, 2016, CCMEP will be jointly funded with WIOA youth funding and CCMEP TANF funding to serve 16 to 24 year olds. Ohio Works First (OWF) work required recipients ages 16 to 24 and WIOA youth participants will be required to participate. Ohio Works First (OWF) non-work required recipients ages 16 to 24 and those ages 16 to 24 receiving Prevention, Retention and Contingency (PRC) and/or TANF funded non-assistance may voluntarily participate. Guidance for CCMEP may be accessed at: <http://humanservices.ohio.gov/CCMEPImplementation/index.stm>.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth.
2. The Contractor shall develop a curriculum for youth based on the provided elements. The Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. The Contractor shall pay all wages or stipends to participants.
4. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
9. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
10. The Contractor may refer potential participants to the Purchaser for eligibility determination.
11. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
12. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://humanservices.ohio.gov/CCMEPImplementation/index.stm>.

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

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.
4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMPE WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth that is based upon trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

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

Performance Standards

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey.**
4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
5. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.**
6. **Fifty-one percent (51%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
7. **Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the Contractor.**
8. **The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
9. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
10. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

E. Performance Reporting

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any

evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$245,000.00. This is further restricted as follows:

- \$125,000.00 is CCMEP TANF Funds (CFDA #93.558)
- \$20,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)
- \$100,000.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds

Not less than 75% of this contract (\$75,000.00) must be spent on Out-of-School Youth. Not less than 20% of the Belmont County PY17 WIOA Youth Allocation must be spent on Work Experience which includes participant wages and staffing costs for the development and management of Work Experience and may be in-school or out-of-school. The Purchaser will notify the Contractor, in writing, of the 20% amount when the PY17 allocations are released to the Purchaser.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$15,668.00
Operating Staff Wages and Fringes	\$68,843.00
Participant Wages and Fringes	\$136,582.00
Operating Expenses	\$19,575.00
Administrative Expenses	\$4,332.00
TOTAL COST:	\$245,000.00
MAXIMUM WIOA AUTHORIZED REIMBURSEMENT AMOUNT:	\$245,000.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notices related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

The Contractor certifies that all who perform services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations including applicable OMB Circulars, Ohio laws and regulations including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Development Board's policy in the performance of work under this contract.

The Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required for the performance of the work required hereunder by the Contractor's employees.

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

XIX RELATIONSHIP

Nothing in this contract is intended or shall be interpreted to constitute a partnership, association or joint venture between the Contractor and the Purchaser. The Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the even the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid with Article X of this agreement.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold free and harmless the Purchaser, its officers, employees and agents, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor, its officers, agents, employees and independent contractors.

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

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by and construed under the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is

held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

The Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

XXXVIII ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

<u>Vince Gianangeli /s/</u>	<u>6-26-17</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville, OH 43950 (740)695-1075	
<u>J. P. Dutton /s/</u>	<u>6-28-17</u>
J. P. Dutton, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>6-28-17</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-28-17</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Gary Obloy /s/</u>	<u>6-26-17</u>
Gary Obloy, Director	Date
Community Action Commission of Belmont County 153 1/2 West Main Street St. Clairsville, OH 43950 (740)695-0293	

Approved as to form:

<u>Daniel P. Fry /s/</u>	<u>6-26-17</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

June 28, 2017

Mr. Dutton Yes

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT BETWEEN
BELMONT COUNTY ENGINEER AND AFSCME OHIO COUNCIL 8, AFL-CIO LOCAL #3285**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the Labor Agreement between the Belmont County Engineer and AFSCME Ohio Council 8, AFL-CIO Local #3285, effective May 1, 2017 through April 30, 2020.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL & GAS
LEASE WITH RICE DRILLING D LLC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between Belmont County Sanitary Sewer District No. 3 and the Belmont County Sanitary Sewer District by and through the Belmont County Board of Commissioners, and Rice Drilling D LLC, effective June 28, 2017, in the amount of \$5,000 per net leasehold acre for 10.3588 acres, Parcel #32-03964.000 & #32-01608.011, located in Richland Township, for a five-year term, 20% royalty. Total Payment Amount: \$51,794.00.

PAID-UP OIL AND GAS LEASE

Lease Date: June 28, 2017

This is an oil and gas lease (the "Lease") made this **28th** day of **June**, 2017, between **Belmont County Sanitary Sewer District #3 and the Belmont County Sanitary Sewer District, by the County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners**, herein called "Lessor" (collectively if there is more than one) whose address is 101 W Main St, St Clairsville, OH 43950, and Rice Drilling D LLC, hereinafter called "Lessee", whose address is 2200 Rice Drive, Canonsburg, PA 15317.

ARTICLE I. GRANT OF LEASE

Lessor, in consideration of the payments described herein and the covenants and agreements hereafter contained, hereby leases and lets exclusively to the Lessee all the oil, gas, minerals and their constituents (not including coal) underlying the land described below for the sole purpose of exploring for, drilling, operating, producing and gathering the oil, gas, casinghead gasoline and all other gases and their respective vapors, liquid or gaseous hydrocarbons produced in association therewith other than as reserved unto Lessor below (herein called "Leased Products"). Together with such exclusive rights as may be necessary or convenient for the Lessee to explore for, develop, produce, measure, and market production from the Leasehold and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploration tests; to drill (either vertically, horizontally, or directionally), maintain, operate, treat, vent, dewater, cease to operate, plug, abandon, and remove wells; to stimulate or fracture all seams or other strata or formations; to use or install roads, electric power, telephone facilities (including data acquisition), compression facilities and collection facilities for use in the production, transportation and marketing of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil and gas free of cost, to operate, maintain, repair, store, and remove material and equipment relating to the operations. Lessor shall not be responsible for any costs with respect to Lessee's Operations. Lessee is prohibited from performing any activity on the Leased Premises which is not expressly permitted pursuant to the terms and conditions of the Lease.

Description of the Land Included in the Lease: The oil, gas, mineral interests and land included in this Lease (herein called the "Leased Premises") is located in the County of Belmont, State of Ohio, with a permanent parcel number (or numbers) as follows: **32-03964.000 (9.5768 acres) and 32-01608.011 (.782 acres)**.

The Leased Premises contain **10.3588 gross acres**. A legal description of the Leased Premises is attached hereto and made a part hereof as Exhibit A,

Reservations

- (a) **Lessor's Reserved Rights:** Lessor reserves all rights not specifically granted to Lessee in this Lease. Lessor specifically reserves the rights to all products contained in any formation: (1) from the surface of the Leased Premises to the top of the formation commonly known as the Marcellus Shale, (2) in any and all formations below the base of the Marcellus Shale to the top of the formation commonly known as the Utica Shale, and (3) in all formations below the base of the Utica Shale. Notwithstanding anything to the contrary, Lessee is specifically granted the right to penetrate and drill through the shallower formations in order to drill and produce the Leased Products and the Leased Premises. Lessor also reserves a right of way on all lands granted hereunder and the right to use the Leased Premises and any improvements thereon for any and all other purposes, so long as that right of way does not cause unreasonable interference with Lessee's operations or pose a safety concern to Lessee. Lessee agrees not to unreasonably interfere with the use and enjoyment of said land by Lessor and Lessor's family, agents, employees, invitees, and guests and to comply with all other specific provisions herein relating to the use of the land.
- (b) **Other Minerals Reserved:** Lessor expressly excludes from this Lease and reserves all minerals of every kind and character in, on and under the Leased Premises except the Leased Products herein defined. This includes but is not limited to all of the sulfur, coal, lignite, uranium and other fissionable material, geothermal energy, base and precious metals, rock, stone, gravel, and any other mineral substances (except the Leased Products described above) presently owned by Lessor in, under, or upon the Leased Premises. Lessor also reserves rights of ingress or egress and use of the Leased Premises by Lessor or its lessees or assignees for purposes of exploration for and production and marketing of the materials and minerals reserved hereby which rights shall not unreasonably interfere with the rights of Lessee.

ARTICLE II. TERM OF LEASE

Lease Term: This Lease shall become effective on the date it is signed, which date will be inserted below the title of this document on page 1 (herein called the "Lease Date") and remain in force for a Primary term of five years from the Lease Date. Subject to the provisions hereinafter contained, this Lease shall be for a term of five (5) years from the Lease Date (herein called the "Primary Term") and for as long thereafter as operations are conducted on the Leasehold or as long as a well capable of production in Commercial Quantities is located on the Leasehold or on lands unitized or combined with the Leasehold, or for as long as extended by other provisions herein.

Option to Extend the Primary Term: Lessee is given the option to extend the Primary Term of this Lease for an additional five (5) year period. To exercise this option Lessee must notify Lessor in writing of Lessee's intent to exercise the option at least ninety (90) calendar days before the expiration of the Primary Term and Lessee must pay to Lessor, at any time prior to the termination of the Primary Term, a lease bonus for the five (5) year extension period equal to the signing bonus set forth in this Lease.

The Lease Term shall be subject to Ohio Revised Code 307.11 as may be modified or amended.

ARTICLE III. PAYMENTS

Signing Bonus Payment: Lessee agrees to pay Lessor, proportionate to Lessor's percentage of ownership, a lease signing bonus of Five Thousand and 00/100 dollars (\$5,000.00) for each net mineral acre contained within the Leased Premises. Lessor understands that payment of the signing bonus will not be paid until title is cleared and certified title is obtained by an oil and gas attorney of Lessees choosing. Said payment is to be made within 120 Business Days.

In the event Lessee believes in good faith that a title defect exists for the Leased Premises then Lessee shall provide written notice to Lessor as soon as practical, but in no event later than the 120 Business Day time for payment set forth in the Order of Payment, of the title defects which render title unacceptable to Lessee. In the event a title defect exists, Lessee shall provide a description of the title defect and any supporting documentation in its possession. Lessor shall have a 120 business day cure period from the date of receipt of written notice to cure the defect in a manner satisfactory to the Lessee. If the title defect is cured to the satisfaction of Lessee within the 120 business day cure period the bonus payment shall be paid to Lessor within 30 days following the date the title defect is cured.

Royalty Payments: The Lessee shall pay to Lessor twenty percent (20%) of the proceeds received by Lessee from an unaffiliated third party purchaser in an arms length transaction at the point of sale for all of the Leased Products produced from each and every well on the Leased

Premises or on lands pooled or unitized therewith (herein called the "Royalty Payment"). It is agreed between the Lessor and Lessee that, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's proportionate share of production (20% for Lessor and 80% for Lessee) so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee. Lessor agrees to accept and receive out of the production or the revenue realized from production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. So long as payment exceeds fifty dollars (\$50.00) payment of Royalty for oil, gas, other hydrocarbons and by-products marketed during any calendar month shall be on or before the 30th day after receipt of such funds by the Lessee. Each Royalty Payment shall be accompanied by a stub, schedule, summary, or remittance identifying the Lease and showing the gross amount and proceeds paid to Lessee for all Leased Products produced. All Royalty Payments shall be paid to Lessor at the address recited above Article I in this Lease or at such other address as shall be provided by Lessor to Lessee in writing.

Shut-in Royalty Payment: After the expiration of the Primary Term of this Lease if a well drilled on the Leased Premises or lands pooled therewith which is capable of producing gas in Commercial Quantities but the production thereof is shut-in, shut-down or suspended for lack of any available market for production for a period of time exceeding three consecutive months the Lessee shall pay a "shut-in" royalty equal to the sum of twenty-five dollars (\$25.00) per net mineral acre each month until production is re-established (or Lessee surrenders the Lease). Lessee shall remit all shut-in payments to Lessor at the address provided in this Lease on or before forty-five (45) days after the third month after the date on which the well is shut-in. The payment of shut-in royalties will keep this Lease in effect after the Primary Term, however this Lease will not be kept in force solely by shut-in royalty payments for a period longer than a total of thirty six (36) months whether cumulative or not. A shut in solely due to pipeline or equipment breakage, damage or malfunction, upgrade, maintenance or safety during the drilling or completions of a new well shall not be calculated towards the three (3) year aggregate limitation on shut in, provided that Lessee exercises good faith and due diligence to correct the condition.

Payment in Lieu of Free Gas: In the event any well is drilled upon the Leased Premises or any portion thereof, Lessee shall pay annually to Lessor, which the well pad is located on, in lieu of any right to free gas, a sum equal to the value of three hundred fifty thousand (350,000) cubic feet of natural gas produced from each such well located on the Leased Premises up to a maximum of four wells. Said amount shall be paid in annual installments, with the value based upon the prior twelve months average gross price received by Lessee for gas sold from the Leased Premises.

ARTICLE IV. POOLING AND UNITIZATION

Pooling and Unitization: Subject to the limitations below, Lessee is granted the right to pool or unitize, prior to or after drilling, all or part of the land covered by this Lease with any contiguous land so as to establish a pooled unit or units (herein called "Pooled Units"). When designating Pooled Units the Lessee shall make reasonable efforts to avoid excluding small or irregular shaped portions of the Leased Premises and to form Pooled Units in the shape of a square or rectangle. Lessee shall execute in writing an instrument identifying and describing the pooled acreage being drilled for, the leases included in the Pooled Unit, the formations and depths covered by the Pooled Unit, and the substance (either oil, gas or both) and file such instrument for record in the county or counties in which the pooled land is situated prior to drilling on the Pooled Unit. The Pooled Unit shall be effective on the date of execution of the declaration of unit. Lessor shall be provided a copy of such recorded instrument, and all amendments thereto by Lessee. No Pooled Unit for any vertical well with no horizontal drilling component which includes any portion of the Leased Premises shall exceed eighty (80) contiguous acres without the written consent of Lessor. No Pooled Unit for any well that includes lateral or horizontal drilling shall exceed six hundred forty (640) acres with a ten percent (10%) tolerance without the written consent of the majority of the Lessors in the Unit unless any additional acreage added to the unit allows for further development of the unit. A majority will be determined upon the Lessors proportionate share of the total acreage owned by in the unit. Each acre, or fraction thereof, equals one vote towards consent; one acre equals one vote, 100 acres equals 100 votes. In the event the unit exceeds 640 acres with a 10% tolerance, 80% of the acreage in the unit (as measured with the one acre one vote standard as set forth above) must agree to the unit size. Without the prior written consent of all Lessors in the Unit, a unit shall not exceed 1000 acres. If a greater amount of acreage than that set forth in the designated limits provided herein is necessary to adequately develop the unit than the designated number of acres the unit may be increased. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created so long as that change is in order for Lessee to further develop and drill the Unit. The drilling, operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold. There shall be allocated to the Leased Premises included in a Pooled Unit the proportion of the production from the Pooled Unit that the number of net mineral acres covered by the Leased Premises and included in the Pooled Unit bears to the total number of net mineral acres in such Pooled Unit; and royalties shall be paid hereunder upon that portion of such production so allocated.

Pugh Clause: Upon expiration of the Primary Term this Lease shall automatically terminate and be of no further force or effect as to any portions of the Leased Premises not included within any Production Unit and those formations and horizons 100 feet below the deepest depth drilled. In addition, at the end of the Primary Term or any time thereafter, whichever is applicable, this Lease shall terminate as to all depths and horizons contained in a Production Unit from which oil and gas is not capable of being produced in Commercial Quantities.

ARTICLE V. WATER PROTECTION

Fresh Water Damage Protection: In the event any activity carried on by the Lessee pursuant to the terms of this Lease adversely damages, disturbs, or injures the quality or quantity of Lessor's fresh water well, spring or source located on the Leased Premises, Lessee shall, at its sole cost and expense, take all reasonable steps to correct any such damage, disturbance or injury and to remediate the same to as close to pre-damage status quo as reasonably possible, with all related costs of repair and maintenance to be paid by Lessee.

Water Testing: Lessee shall maintain the quality and quantity of Lessor's water supply (wells, springs or other domestic water source) to be measured by testing the Lessor's supply prior to surface disturbance on the Leased Premises or on any lands pooled or unitized therewith located within a radius of 2000 feet surrounding the wellhead. All testing shall be conducted by a certified independent testing laboratory. Testing must be for the entire Prominent Indicator Parameters of chemicals and agents utilized by Lessee in its Operations and the burden shall be upon Lessee to provide evidence of all such chemicals and agents in order for the testing agent to adequately test the water. Lessee shall pay all costs of testing and Lessor shall be provided complete copies of any and all testing results and data, and shall have full rights to contact the testing lab for inquiry and information. Lessee shall cooperate with Lessor to obtain any favorable pricing extended to it by a certified testing laboratory should Lessor desire to obtain water testing outside of the testing provided for herein. Should Lessor experience a material adverse change in the quality of Lessor's water supply, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within 48 hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Any pollution or reduction of any water supply after operations commence will be presumed to be the result of Lessee's operations unless Lessee can prove otherwise. If Lessor's water supply is polluted, reduced, or is otherwise adversely or materially affected as a result of Lessee's Operations, Lessee shall take any and all steps to restore water quality and quantity to its pre-drilling condition or fully compensate Lessor for the damage and inconvenience caused thereby. During any period of remediation, Lessee, at its sole expense, agrees to provide Lessor with an adequate supply of potable water consistent with Lessor's use of his/her water supply prior to Lessee's Operations on the Leased Premises or on lands pooled or unitized therewith.

ARTICLE VI. LAND PROTECTION

Non-Disturbance: Lessee and its employees and authorized agents shall not disturb, use or travel upon any of the land of Lessor other than that land being used in its operations being conducted pursuant to this Lease.

Damages: The Lessee shall be liable to Lessor and pay market or replacement cost for any and all damages to the Leased Premises resulting from Lessee's Operations. Damages include but are not limited to any damage to Lessor's water, growing crops, trees, livestock, fences, buildings, water springs, soil, septic systems, agricultural fields and lands and any other property connected with drilling, operating, producing, gathering, or any geophysical or exploratory work conducted by or for the Lessee. Lessee shall promptly replace any drain tile and

barriers, including but not limited to, fences, gates and walls removed or damaged by the Lessee during its Operations on the Leased Premises. Whenever a Pad has been installed or later repaired on the Leased Premises, Lessee, at its sole expense, shall restore the surface of the Leased Premises as near as practicable to the condition it was in prior to such work being undertaken. Upon Completion of all planned Operations on the Leased Premises, Lessee will within three (3) months undertake restoration of the Leased Premises to reclaim the Leased Premises to as near as practicable the pre-drilling condition.

Irrigation and Agricultural Activities: Lessor reserves the right to initiate or continue irrigation and agricultural activities (including timbering) on the Leased Premises so long as those agricultural activities do not interfere with the limits of disturbance of Lessee and Lessee will use all reasonable efforts to accommodate Lessor's agricultural use. Subject to Lessee's prior approval and in accordance with Lessee's safety and construction standards, Lessor shall have the right to install and/or construct drainage or drain tile systems across, atop or under any pipeline installed by Lessee in a manner that does not interfere with Lessee's use of said pipelines.

Agricultural Activities: Lessee will plan its surface Operations in a manner that will reduce or minimize intrusion into crop fields, hay lands, pasture lands, or any other agricultural activity which is engaged in by the Lessor. In addition to the Damages Provision contained in this Lease, in the event that the Lessee needs to injure crops in order to conduct surface Operations, Lessee shall fully compensate Lessor for all damages and loss of crops at current market value so long as those crops are not located on a Well Pad (hereinafter defined) which Lessor is receiving payment for.

Agreement as to Location of Operations: Before Commencing Operations on the Leased Premises or any lands pooled therewith, Lessee and Lessor shall mutually agree in writing on the location and size of all well sites, pads, meters, roads, pipelines, fences, gates, buildings, electrical wires, and other equipment, supplies and facilities which Lessee wishes to locate on any portion of the Leased Premises so as to minimize disruption of Lessor's use of the Leased Premises; provided, however, that Lessor's consent shall not be unreasonably withheld or unreasonably delayed. Any wells, pads, roads, pipelines, gates, electrical wires, and other equipment, supplies and facilities Lessee locates on the Leased Premises will be maintained in good repair at all times by Lessee at its sole expense. Notwithstanding anything to the contrary, there shall be no surface operations granted for the properties contained in this lease without the use of a separate "Surface Use Agreement", "Pipeline Right of Way Agreement" or other necessary document(s) which will be submitted to the County Commissioners for approval. While the parties understand that Lessee may be requesting said agreements, Lessor is under no obligation to enter into the same.

Siting/Spud Fee: Lessee shall pay to Lessor in consideration for damage to the Leased Premises the sum of thirty thousand dollars (\$30,000) for a Well Pad located on the Leased Premises contemporaneously with Lessee disturbing any land where a pad for a horizontal well is to be located on the Leased Premises (herein called the "Pad Payment") for a well pad not to exceed five (5) acres. If any well pad exceeds five (5) acres then for each additional acre of disturbed land the Lessee shall pay eight thousand dollars (\$8,000). A well pad includes any acreage for pits, tanks, equipment, roadways and other operations servicing the wells on that pad. Lessee shall pay Lessor a separate Pad Payment for each pad constructed on the Leased Premises.

Restrictions on Location of Operations: Without a separate written agreement between the Lessor and the Lessee, no pump stations, tanks, batteries, pipelines, roads, telephone and power lines, ponds, water holding facilities, dryers, separators or other equipment or facilities shall be located on the Leased Premises unless they are for the purpose of transporting, processing or treating Leased Products from the Leased Premises or lands pooled or unitized therewith, and the afore listed items shall not be located nearer than (and no well shall be drilled nearer than) three hundred (300) feet from any dwelling or residential structure or two hundred (200) feet from any barn or other non-residential structure then on the Leased Premises without the Lessor's written consent. In order to effectively develop the Leasehold Premises it is understood that it is in the best interest of both Lessor and Lessee to work together in agreeing upon the location of operations on the Leasehold Premises. Should there be no alternate location outside the aforementioned "buffer zones" then Lessee and Lessor shall agree to a location within the buffer zones. There shall be no compressors located on the Leased Premises, unless the compressor is solely used for the well located on the Leasehold Premises or a well located on a property pooled or unitized with the Leasehold Premises, unless Lessor consents in a prior separate written agreement. Any compressor operations permitted hereunder shall be designed and installed utilizing means to minimize noise, including but not limited to, sound enclosures and barriers, and quiet motors.

Restrictions on Lessee's Use of Leased Premises: Unless Lessor consents in a separate written agreement, the Lessee shall under no circumstances:

- (a) Use the Leased Premises for the disposal of any drill cuttings, brine or other liquids, or the permanent storage or disposal of any liquids or solids.
- (b) Use the Leased Premises or any portion thereof, surface or subsurface, for gas or oil storage purposes.
- (c) Use any water from the Leased Premises, surface or subsurface, or drill any well to take water from or inject any substance into the Leased Premises
- (d) Install or dig any pits other than drilling pits (not permanent storage pits) on the Leased Premises.

Pipelines and Utility Lines: In the event that pipeline is necessary then Lessor and Lessee shall enter into a separate pipeline right of way agreement which is consistent with the terms and conditions of this Lease including location approval. In addition to the restrictions set forth in this Lease, Lessee agrees to bury any pipelines constructed on the Leased Premises at a depth, which shall in all cases be below tillage and drainage tile depth (at least 36 inches). Lessee agrees to restore the surface as near as practicable to the condition it was in prior to such installation. Lessee shall comply with all applicable rules, regulations, and statutes regarding pipeline construction, maintenance, and operation. Absent a separate right of way agreement Lessee's right to use said pipelines terminates when Lessee's production from the Leased Premises or lands unitized with the Leased Premises permanently ceases. Any utility lines used by Lessee in its Operations shall be buried upon the written request of Lessor. Such utility lines shall be removed upon termination of this Lease, unless Lessor agrees in writing to have such utility lines kept in place. Lessee shall provide Lessor a plat map showing the location and depth of all buried utility lines and pipelines.

Fencing: Upon Lessor's written request, Lessee is required, at its sole cost and expense, to fence all wells, well sites, tank batteries, pits, separators, drip stations, pump engines, or other equipment permanently located on the Leased Premises. All fences must be kept in good repair by the Lessee.

: Upon Lessor's written request, Lessee is required, at its sole cost and expense, to construct gates on all access roads and provide an access key or double lock system allowing access by both Lessor and Lessee. Gates must be closed and locked at all times when equipment is not being accessed and when Lessee's personnel are not on the Leased Premises.

Roads: Roadways or drives constructed by Lessee on the Leased Premises during its Operations shall not exceed fifty (50) feet in width or a minimum width required to perform required Operations. After the completion of all planned operations on the Leased Premises, in the event of a producing well on the Leased Premises, any permanent access road for well servicing purposes shall be a maximum of twenty (20) feet or a minimum width required to perform maintenance or other Operations. Lessee agrees to improve, construct or maintain all roads used by it in good repair utilizing shale, gravel, or crushed stone, culverts and supports as necessary to provide a smooth, rut-free all-weather surface. When such roads are no longer being used, Lessee agrees, upon Lessor's request, to remove toppings and to restore the surface as nearly as practicable to its former condition. Lessee shall not use shale, gravel, or crushed stone sourced from the Leased Premises without the prior written consent of Lessor. Lessee shall prevent its employees, agents and contractors from operating vehicles in a negligent manner or at speeds in excess of twenty-five (25) miles per hour while on the Leased Premises.

Pits: Any pit permitted under this Lease will conform to all applicable regulatory requirements (state, local, and federal) and will conform to the best industry practices. Lessee will immediately notify all applicable regulatory authorities and Lessor of any damage to such facilities.

Soil Testing: For areas within the Limits of Disturbance upon Lessor's written request, Lessee shall, at its sole cost and expense, have Lessor's current soil tested by an independent third party agreed upon by Lessor and Lessee: (1) prior to the commencement of spudding any well on the Leased Premises, (2) twelve (12) months from the date of completion of any well on the Leased Premises, (3) twenty-four (24) months from the date of completion of any well on the Leased Premises, and (4) within sixty (60) days following the completion of drilling Operations on the Leased Premises. All tests provided for herein must meet all applicable EPA requirements and Lessor shall be provided complete copies of any and all testing results and data. If such test results reflect a material adverse change in the Lessor's soil quality, then Lessee shall use its best efforts to return the soil to its pre drilling condition.

Timber: Lessee shall notify Lessor in writing at least forty-five (45) calendar days prior to any removal by Lessee of marketable timber (marketability to be within the reasonable discretion of a certified professional forester). At Lessor's option, Lessor may choose to harvest timber, which shall be complete by the end of the 45 day period, or Lessor may require an appraisal on the timber by a qualified independent

certified, professional forester, at Lessee's expense, and Lessee shall pay Lessor the appraised value for the timber identified prior to its removal by Lessee.

Firewalling and Maintenance of Production Equipment: Dikes, firewalls or other methods of secondary containment must be constructed and maintained at all times around all tanks, separators and receptacles so as to contain a sufficient volume of liquid to accomplish the intended purposes.

Maintenance and Repair: Maintenance and repair of roadways and all other facilities used by Lessee in connection with this Lease shall be the sole responsibility of the Lessee. If Lessor sends written notice to Lessee informing Lessee of any repairs or other maintenance to roads or other facilities that the Lessee has failed to address and the Lessee fails to initiate the repair or other maintenance within thirty (30) days of the written notice being sent or fails to complete the repairs or other maintenance within sixty (60) days of the notice being sent (if the repairs are capable of being completed within the 60 day period) then Lessor reserves the right to repair and maintain the roadways and the Lessee agrees to fully reimburse Lessor for the cost of the maintenance or repair undertaken by the Lessor.

Hydraulic Fracturing: Lessee shall not use, dispose of or release on the Leased Premises or permit to exist or to be used, disposed of or released on the Leased Premises as a result of its Operations any substances (other than those Lessee has been licensed or permitted by applicable public authorities to use on the Leased Premises) which are defined as "hazardous materials," toxic substances" or "solid wastes" in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances, contaminated waste or solid waste be accidentally released on the Leased Premises, Lessee shall promptly notify Lessor and any applicable governmental body of such event. Lessee shall be responsible for and timely pay all costs of clean-up, remediation, and other costs related to and arising from the event, including but not limited to penalties. Lessee represents and warrants that during any hydraulic fracturing process it will not use any chemicals it has not been permitted to use by an applicable governmental, regulatory, state or federal agency, for the purposes of fracturing or pumping the same into any formation in and/or under the Leased Premises. Upon Lessor's written request Lessee will provide Lessor with all Material Safety Data Sheets (MSDS) available for any chemicals used by Lessee in its hydraulic fracturing process on the Leased Premises.

ARTICLE VII. TAXES AND ASSESSMENTS

Taxes: Lessee shall pay all taxes and/or assessments on Leased Products, and any increase in other taxes attributable to Lessee's operations imposed by any local, state, or federal entity or governmental unit attributable to, or resulting from Lessee's operations under the tax and assessment structure in effect at the time of the execution of this lease. Lessee shall, in addition, pay all severance taxes or other excise or personal property taxes arising out of or relating to this Lease and/or the Leased Products under the tax and assessment structure in effect at the time of the execution of this lease. In the event Ad Valorem and/or other real property taxes pertaining to or attributable to the Leased Premises, or any property associated therewith, are increased in any manner by reason of the Operations of Lessee relating to the Leased Premises, Lessee shall be responsible for the amount of any such tax increase and shall reimburse Lessor for the amount of such increase within thirty (30) days after Lessor provides Lessee with written documentation reflecting such increase and the basis thereof. Subsequent to the execution of this Lease, in the event there is a change in Ohio tax code that provides for an increase in ad valorem taxes or severance tax or any other tax attributable to or resulting from the assessment of oil and gas due to oil and gas production from the leased premises, Lessor and Lessee agree to abide by the law and pay their proportional share accordingly.

Agricultural Programs: In the event the Leased Premises are subject to any federal, state, local and/or agricultural program (e.g. CAUV, CREP, CRP, Forest Land Program, etc.), and any roll-back or reimbursement or recoupment or retroactive assessment (including interest and penalties therefrom) is made against the Leased Premises on account of, arising out of, or relating to the Operations of Lessee on the Leased Premises, Lessee shall be responsible for paying Lessor any and all such amounts, but only insofar as such amounts imposed result from operations on the portion of the Leased Premises actually utilized by Lessee's Operations.

ARTICLE VIII. TITLE AND WARRANTIES

Lessor Limited Warranty: It shall be Lessee's burden and obligation to assure itself of the quality of title to the Leased Premises.

Title Curative: Lessor agrees to cooperate with the Lessee in resolving title issues.

Monies Paid: Any monies paid to Lessor under the terms of this Lease are nonrefundable and under no circumstances will Lessee initiate any kind of action to recover any monies paid to Lessor.

Lessor Encumbrances: Any mortgage, lease, easement, or other interest granted by Lessor voluntarily after the Effective Date of this Lease shall be subject to this Lease. If Lessor defaults on any obligation secured by any lien or encumbrance on the Leased Premises during the term of this Lease, Lessee may, in its sole discretion, pay and discharge such obligation on behalf of Lessor but only if Lessee gives Lessor at least forty-five (45) calendar days prior written notice of such intention to pay and after receipt of said notice Lessor makes no arrangements to address the amount in default. If Lessee makes such payment in compliance with the terms outlined above, the Lessee shall be entitled to recover from Lessor by deduction from any future payments to Lessor, with interest at Ohio's legal rate for judgments, amounts actually paid by Lessee to discharge such obligations.

Liens Against Lessee: If any lien or encumbrance is filed against the Leased Premises arising out of or pertaining to any Operations by Lessee or anyone contracting with Lessee, Lessee shall, within forty-five (45) calendar days following the date such lien or encumbrance is recorded, cause such lien or encumbrance to be released from record, and Lessee shall provide Lessor written evidence of such release. Lessee's contention that the lien or encumbrance arises from a bona fide dispute shall not be grounds for Lessee's failure or refusal to remove the lien or encumbrance as required herein.

Lessor Interest: If Lessor owns an interest in the Leased Premises that is less than the entire fee simple estate, then all royalties, rentals, and other payments provided for under this Lease shall be paid in the proportion that Lessor's interest in the Leased Premises bears to the entire undivided fee simple estate.

ARTICLE IX. TERMINATION AND RELEASE

Termination: Upon termination of this Lease or any portion thereof for any reason, or upon expiration of this Lease, Lessee shall provide Lessor with a surrender or other written cancellation of this Lease in recordable form, cause such document to be promptly recorded and deliver such document to Lessor within sixty (60) calendar days after the date of termination or expiration. In the event that the Lessee does not comply with the terms of this provision, and there is no bona fide dispute as to the termination or expiration of the lease, Lessee grants to Lessor the right and authority, to take any other steps to evidence the said termination or expiration of this Lease, including but not limited to following the Ohio Affidavit of Forfeiture statute and/or initiating proceedings to quiet Lessor's title, and Lessee shall be obligated to pay all of Lessor's costs, including but not limited to reasonable attorneys' fees as well as any damages accruing to Lessor from Lessee's non-compliance therewith.

Removal of Equipment: The Lessee, upon expiration or other termination of this Lease, is obligated to remove all fixtures, improvements, pumps, tanks, tubing, casing, machinery, unused pipelines, rubbish, debris and all other property it has placed on the Leased Premises. This duty must be performed within six (6) months after expiration or other termination of this Lease, or the release of any lands covered by this Lease, or Lessor may claim the property, in whole or in part, or have property and fixtures removed, in whole or in part, at Lessee's sole expense including all of Lessor's reasonable attorneys' fees. This provision may not apply if the Lessee sells equipment to Lessor in a separately negotiated agreement.

Plugging: In the event Lessee deems a well is not producing in commercial quantities Lessee shall promptly, properly and effectively plug all wells on the Leased Premises in accordance with the regulations of the State of Ohio.

ARTICLE X. LESSOR'S INFORMATION RIGHTS, ETC.

Information Rights: Lessee grants to Lessor or Lessor's authorized agent, the right to annually inspect, examine and make copies of the Lessee's books, accounts, contracts, and all other records pertaining to production, transportation, sale, and marketing of Leased Products from the Leased Premises at any time during normal business hours. In exercising this right Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of Lessee. If as a result of such inspection Lessor discovers a deficiency in payment of royalties or other amounts due to Lessor under this Lease, Lessee will be liable for the amount of the deficiency plus interest at the maximum rate allowed by law. In the event that the deficiency exceeds 125% of the amount actually owed to Lessor, then Lessee shall pay all reasonable costs incurred by Lessor in conducting the inspection that led to discovery of the deficiency.

ARTICLE XI. ASSIGNMENT OR TRANSFER OF LESSEE INTEREST

Assignment of Lease: The rights of either party hereunder may be assigned or otherwise transferred, in whole or in part and as to any horizon, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Each assignee of all

or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such assignee were an original party to this Lease. Lessee and any assignee shall provide to Lessor a true copy of any assignment with recording information reflected thereon (if recorded) and addresses of all assignees within thirty (30) days of making such assignment. Failure by Lessee to satisfy any of the above stated obligations shall constitute a default and be subject to the default provisions of this Lease.

ARTICLE XII. LESSEE COMPLIANCE

Laws: Lessee agrees that everything done by it in connection with this Lease shall be done in a good and workmanlike manner and in accordance with all applicable laws, orders, rules, and regulations, including, without limitation, all applicable environmental rules and regulations. Lessee's failure to comply with any applicable law, regulation, or order shall be a default under this Lease subject to the default provisions in this Lease. In addition to other requirements herein provided, in all instances, Lessee shall undertake the restoration of the Leased Premises to the condition required under the applicable laws of the State of Ohio prior to or within three (3) months following expiration or other termination of this Lease. Lessee shall also use the best industry practices, and all reasonable safeguards to prevent its operations from: (i) causing or contributing to soil erosion, (ii) polluting or contaminating any environmental medium, (iii) decreasing the fertility of the soil, (iv) damaging crops, native or cultivated grasses, trees, or pastures, (v) harming or in any way injuring persons or animals, and (vi) damaging buildings, roads, structures, improvements, farm implements, gates or fences. Lessee shall dispose of salt water, frac water or liquid waste oil and other waste in accordance with the rules and regulations of the Ohio Department of Natural Resources and all other applicable governmental authorities.

Insurance: At any and all times the Lessee or any person acting on Lessee's behalf is on or about the Leased Premises, Lessee agrees that it will carry at least the following insurance coverage with one or more financially sound insurance carriers: a.) Commercial General Liability of \$6,000,000 minimum coverage for bodily injury, property damage, contractual liability, products/completed operations and personal injury for all Operations on the Leased Premises, b.) Umbrella Liability Insurance of \$6,000,000 minimum coverage, c.) Workers Compensation and Employer's Liability Insurance in the form prescribed by laws of the state of Ohio, d.) Environmental Liability Insurance of \$5,000,000 minimum coverage, and e.) Business Auto and Umbrella Liability Insurance of \$5,000,000 minimum coverage. Such insurance policies shall waive all rights of subrogation against Lessor. Upon request, in the event the pad location is located on the Leased Premises, Lessee shall furnish Lessor, prior to drilling, with a Certificate of Insurance naming Lessor as an additional insured. Any Certificate of Insurance under this section shall not be reduced or canceled until at least thirty (30) days after Lessor receives written notice of such change or cancellation.

Indemnity: Lessee agrees to indemnify, defend, and hold harmless Lessor and Lessor's heirs, successors, agents, assigns, and any other person acting under Lessor's direction and/or control against any and all claims, damages, costs, losses, liabilities, expenses (including but not limited to any reasonable attorneys' fees, expert fees, and court costs) arising out of, incidental to or resulting from the Lessee's Operations and actions, and the Operations and actions of Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under Lessee's direction and control. Lessee's obligations hereunder shall survive the termination of this Lease.

ARTICLE XIII. FORCE MAJEURE

Force Majeure: In the event the Lessee is unable to perform any of the acts to be performed by the Lessee (except payment of money as required under the terms of this lease or required by a court of law) by reason of force majeure, including but not limited to events outside the control of Lessee, acts of God, strikes, riots, and governmental restrictions or any other cause which makes performance of the Lessee's duties unreasonable or impossible, the Lessee shall provide written notice to Lessor within thirty (30) days of the force majeure event. This Lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within Lease expire for a period of one hundred twenty (120) days after the termination of any force majeure. Any delay by a governmental agency beyond ninety (90) days from the date of application to obtain any required permit to drill, complete or re-work a well shall be grounds to invoke force majeure until the permit is granted. If this Lease is the subject matter of any lawsuit, arbitration proceeding or action, then this Lease shall not expire during the pendency of such lawsuit, proceeding or action, or any appeal thereof, and the time period of the lawsuit, arbitration proceeding or action, or any appeal thereof, shall be added to the term of this Lease, absent such lawsuit, proceeding or action or any appeal thereof. A force majeure event as set forth above shall not exceed a period of thirty six months.

Coal Force Majeure: If, after using all its best efforts to obtain a drilling permit should Lessee's operations be delayed, postponed or interrupted as a result of any coal, stone or other mining related operation under any existing and effective lease, permit or authorization covering such operations on the Leased Premises or on other lands affecting the Leased Premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption. In the event a coal force majeure event is declared Lessee shall, upon termination of the conditions which caused the force majeure event or at least once every 12 months, use its best efforts to obtain a drilling permit to develop the Leasehold Acreage.

ARTICLE XIV. NOTICES AND DEFAULT

Notice of Default: This lease shall not be subject to civil action or other proceeding to enforce a claim of default or forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within sixty (60) days from receipt of the notice or such longer time as may be reasonably necessary under the circumstances to satisfy Lessor's demand, but shall not exceed 180 days unless agreed upon by Lessor and Lessee. Any notices required under this Lease shall be deemed sufficiently given if personally delivered or mailed by certified mail, return receipt requested, to the Lessor and/or the Lessee, whichever is applicable, at their respective addresses recited above Article I, or to such other address as either shall notify the other in writing. In the event Lessee assigns all or any part of this Lease without properly providing Lessor with a copy of such recorded assignment which includes the assignee's address, the Lessee shall be jointly and severally liable for all of assignee's obligations under this Lease notwithstanding any language to the contrary.

Default on Payment Terms: Failure of Lessee to timely pay Lessor any amounts required under this Lease shall, at Lessor's option, be deemed a default by Lessee subject to the default notice requirements set forth in this Lease.

Execution and Recording: The Lessor and Lessee shall execute two copies of this Lease and Memorandum of Lease. The Memorandum of Lease will be recorded and a copy provided to Lessor within 30 days of receipt of the recorded document by Lessee

Reports and Documents: Upon written request by Lessor, a copy of all documents Lessee files with the Ohio DNR Division of Oil and Gas Resources Management, pertaining to this Lease shall be delivered to the Lessor within forty-five (45) days of filing with the Ohio DNR Division of Oil and Gas Resources Management and Lessee shall give Lessor at least ten (10) days advance written notice of the spud date and commencement date of any drilling on the Leased Premises. Lessee shall provide Lessor written notice of any judicial proceedings brought to the attention of Lessee affecting the Leased Premises.

ARTICLE XV. LESSEE COVENANTS

Lessee Covenants: Any and all duties and obligations Lessee has are under implied covenants to benefit landowners and covenants under this lease. The Lessee will utilize current and future technologies to develop the property as operator sees fits after drilling an initial well, as a prudent operator all reasonable efforts to maximize the development of the resources associated with the Leased Premises in a prudent and efficient manner will be employed with the intent and purpose to cause all of Lessor's acreage to be included in one or more units of production, primarily implementing horizontal drilling techniques, but not excluding vertical techniques so as to maximize production recovery of all the oil and gas resources and to minimize or eliminate any "orphan" acreage. It is mutually agreed and understood that the operator, but for force majeure or government prohibitions, will use its best efforts as a prudent operator to fully produce and include all of Lessor's acreage in one or more operating units.

ARTICLE XVI. ACTIONS AND PROCEEDINGS

No Arbitration: Arbitration shall not be a remedy for dispute resolution under this Lease.

Governing Law and Ohio Courts: This Lease shall be governed in accordance with the laws of the State of Ohio. Any actions or proceedings arising in connection with this Lease or performance thereunder shall be ascertained and determined by the Ohio state court in the county where the Lease is recorded.

ARTICLE XVII. HEADINGS and MISCELLANEOUS

Section Headings: The Section Headings contained herein are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

Entire Contract: The entire agreement between Lessor and Lessee is embodied in this Lease, Memorandum, and Order of Payment attached

June 28, 2017

hereto. In the event of an inconsistency the Order of Payment shall control. No oral warranties, representation, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

Severability: If any portion of this Lease is held invalid or unenforceable, the other provisions shall remain in full force and effect.

ARTICLE XVIII. DEFINITIONS

Commercial Quantities: "Commercial Quantities" shall mean production of quantities of Leased Products sufficient to yield a profit to the Lessee over operating, marketing and related overhead expenses.

Operations: "Operations" shall mean any action done by Lessee (or by Lessee's servants, agents, employees, guests, licensees, invitees, independent contractors, assigns, or any other person acting under the Lessee's direction or control) related to or in connection with the activities contemplated by this Lease.

Commence Operations: Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises with equipment necessary to build any access road(s) for drilling of a well subsequently followed promptly by a drilling rig for the spudding of the well to be drilled.

Completion of Operations: "Completion of Operations" shall mean the completion of all planned drilling operations as to equipment and facilities relating to drilling, including any associated pits, tanks, or other facilities no longer needed for production, or in the event of a dry hole, all such facilities.

Affiliate: An "Affiliate" is any entity in which Lessee, or any parent company, subsidiary, or affiliate of Lessee, owns an interest of more than ten percent (10%) or exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation or other entity which owns an interest in or exercises any degree of control, directly or indirectly, over Lessee.

Pad: "Pad" is defined as any construction designed to facilitate one or more wells in a concentrated surface area.

Production Unit: "Production Unit" is defined as a unit of one or more tracts which are brought together by the Lessee for the purpose of forming a drillsite complying with the state requirements for drilling one well in order to develop the lands as if they were under a single lease.

Pooled Unit: "Pooled Unit" is defined as land described in this Lease which Lessee has pooled, prior to drilling, with contiguous land covered with other leases so as to establish one or more pooled development units. A Pooled Unit may also be a production unit.

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

LESSOR:

Belmont County Board of Commissioners

Mark A. Thomas /s/

Mark A. Thomas, President

J. P. Dutton /s/

J.P. Dutton, Vice President

Josh Meyer /s/

Josh Meyer, Commissioner

LESSEE:

Rice Drilling D LLC

Aileen A. Rice

Vice President-Land

Upon roll call the vote was as follows:

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

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. P.A/

PROSECUTING ATTORNEY

IN THE MATTER OF APPROVING CUSTOMER AGREEMENT WITH FP MAILING SOLUTIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the Customer Agreement with FP Mailing Solutions for 66 months' (60 months paid/6 months free) postage meter rental at \$75.00 per month for the FP Mailing Machine purchased June 21, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NUMBER 586 FROM DIGITAL DATA COMMUNICATIONS, INC/LANSING SENIOR CENTER

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Quote Number 586 from Digital Data Communications, Inc., in the amount of \$2,171.26 for the purchase of computer equipment for the Lansing Senior Center. *(Note: These items are replacements for those damaged by lightning on June 18, 2017. This purchase will be paid for from the S70 Senior Services Levy Fund.)*

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM MOS OFFICE SYSTEMS/LANSING SENIOR CENTER

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the quote dated June 27, 2017, from MOS Office Systems, in the amount of \$599.00 for the purchase of one (1) Canon Image Class D1550 multifunction office machine for the Lansing Senior Center. *(Note: This unit is a replacement for one damaged by lightning on June 18, 2017. This purchase will be paid for from the S70 Senior Services Levy Fund.)*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING AMENDED

PAY SCALE/JAIL AND SARGUS CENTER NURSES

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the amended pay scale for the Belmont County Jail and Sargus Center nurses effective pay period beginning July 2, 2017. _

PAY SCHEDULE

*** HEAD NURSE, REGISTERED NURSE, LICENSED PRACTICAL NURSES/PARAMEDICS *
BELMONT COUNTY JAIL & SARGUS JUVENILE CENTER**

**** REVISED 06/28/17 ****

*****EFFECTIVE JULY 2, 2017*****

HOURLY RATES FOR FULL-TIME, PERMANENT STAFF

	<u>New Hire</u>	<u>120 Prob.*</u>	<u>1 yr.**</u>	<u>2 yr.</u>	<u>3 yr.</u>	<u>4 yr.</u>
HEAD NURSE	26.00	27.80	29.60	31.40	33.20	35.00
RN	22.00	23.30	24.60	25.90	27.20	28.50
LPN/PARAMEDIC	15.42	15.85	16.30	16.76	17.23	17.72

Longevity begins at six years of employment and will initially start with a thirty-five cents (\$0.35) per hour increase followed by an eight cents per hour (\$0.08) increase for each year thereafter up to twenty-five (25) years. All longevity increases will begin with the pay period in which the hire date falls.

* 120 calendar days from the date of hire

** One year from the end date of the probationary period

HOURLY RATE FOR INTERMITTENT LICENSED PRACTICAL NURSES

All Part-time and Intermittent LPNs will be paid **\$15.42 per hour effective 11/02/14** and will not advance through the pay schedule. Any future adjustments to their hourly rate will be determined by the Board of Commissioners in the form of a standardized pay schedule for this classification and/or an across-the-board increase for all staff within their appointed authority.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING JOB DESCRIPTIONS FOR
HEAD REGISTERED NURSE AND REGISTERED NURSE/JAIL & SARGUS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the job descriptions for the Head Registered Nurse and Registered Nurse for the Belmont County Jail and Sargus Center effective June 28, 2017. _

Job Title: Jail Head Registered Nurse

Classification: Classified

Salary Range:

FLSA: Non-Exempt

Schedule: M-F day shift, on call

The Belmont County Board of Commissioners works directly with the Belmont County Sheriff's Office and Sargus Juvenile Center to provide quality care for the men, women, and youth at both facilities. The Jail Head Registered Nurse works under the supervision of the Belmont County Commissioners and the Jail Administrator, with direction provided by the physician, providing nursing services to Jail and Sargus inmates.

Responsibilities:

- Assesses the medical needs of inmates. Reviews the medical screening forms and interviews inmates to complete medical assessment.
- Contacts inmate's previous health care providers for medical regime verification.
- Dispenses medications and maintains related records. Monitors signs and symptoms of side effects from medications. Reorders prescriptions as necessary.
- Responds to medical emergencies and provides appropriate nursing care. Consults with the physician as necessary to address inmate's medical complaints.
- Assists physicians and other medical professionals engaged in providing health care services to inmates. Schedules tests and appointments with other health care providers as directed.
- Assists the physician in the examination of inmates. Performs necessary and appropriate tests as instructed.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.
- Accomplishes nursing human resource objectives by participating in selecting, orienting, training, assigning, scheduling, coaching, counseling, and disciplining employees; communicating job expectations; planning and monitoring job contributions; recommending compensation actions; adheres to and models policy and procedure compliance.
- Meets nursing operational standards by resolving problems; identifying system improvements.
- Meets nursing financial standards by monitoring medical team expenditures; completing all medical coding and billing, including Medicaid.
- Maintains nursing guidelines by providing guidance regarding writing and updating policies and procedures.
- Assures quality of care by enforcing adherence to state board of nursing and state nurse practice act requirements and to other governing agency regulations; measuring health outcomes against standards; making or recommending adjustments.
- Completes patient care requirements by scheduling and assigning nursing and staff; following up on work results.
- Establishes patient care goals; provides teaching and counseling to patient to reinforce their understanding of disease, medications, and promote self-care skills.
- Provides information to patients and medical department by answering questions and requests; responds to telephone calls and inquiries from family members and corrections staff regarding inmate medical conditions.
- Maintains safe and clean working environment by adhering to procedures, rules, and regulations; calling for assistance from other medical team members.
- Protects patients and employees by developing and interpreting infection-control policies and protocols; enforcing medication administration, storage procedures, and controlled substance regulations.
- Maintains patient confidence and protects operations by monitoring confidential information processing.
- Maintains documentation of patient care services by auditing patient and department records.
- Maintains nursing supplies inventory.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
- Maintains a cooperative relationship among health care teams by communicating information; responding to requests; building rapport; participating in team problem-solving methods.
- M-F day shift, on call.
- Other duties as assigned.

Skills and Qualifications:

- Licensed as a Registered Nurse in the State of Ohio.
- One year Charge or Head Registered Nurse with nursing experience in psychiatry, medical-surgical, emergency room, or a closely related area. Some prior work experience in a correctional setting desirable.
- Must be familiar with identification and treatment of poly-substance abuse.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements:

[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

- Stooping and bending to conduct physicals, stock and retrieve supplies and other functions.
- Ability to access medical and other office files.
- Ability to enter and access information using a computer.
- Ability to lift patient in emergency situations. -
- Ability to access all areas of the jail including climbing stairs.
- Prolonged standing while stocking inmate medications.

Working Conditions:

- Works in locked in environment, on camera, walks between facilities outside.
- Exposure to sharp needles and related equipment.
- Regular exposure to inmates.
- Exposure to communicable diseases, blood and other bodily fluids.

Job Title: Jail Registered Nurse
Classification: Classified
Salary Range:
FLSA: Non-Exempt
Schedule: Varies, on call

The Belmont County Board of Commissioners works directly with the Belmont County Sheriff's Office and Sargus Juvenile Center to provide quality care for the men, women, and youth at both facilities. The Jail Registered Nurse works under the supervision of the Belmont County Jail Head Registered Nurse, with direction provided by the physician, providing nursing services to Jail and Sargus inmates.

Responsibilities:

- Assesses the medical needs of inmates. Reviews the medical screening forms and interviews inmates to complete medical assessment.
- Contacts inmate's previous health care providers for medical regime verification.
- Dispenses medications and maintains related records. Monitors signs and symptoms of side effects from medications. Reorders prescriptions as necessary.
- Responds to medical emergencies and provides appropriate nursing care. Consults with the physician as necessary to address inmate's medical complaints.
- Assists physicians and other medical professionals engaged in providing health care services to inmates. Schedules tests and appointments with other health care providers as directed.
- Assists the physician in the examination of inmates. Performs necessary and appropriate tests as instructed.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.
- Assures quality of care by adhering to state board of nursing and state nurse practice act requirements and to other governing agency regulations; measuring health outcomes against standards.
- Establishes patient care goals; provides teaching and counseling to patient to reinforce their understanding of disease, medications, and promote self-care skills.
- Provides information to patients and medical department by answering questions and requests; responds to telephone calls and inquiries from family members and corrections staff regarding inmate medical conditions.
- Maintains safe and clean working environment by adhering to procedures, rules, and regulations.
- Maintains patient confidence and protects operations by monitoring confidential information processing.
- Maintains documentation of patient care services by auditing patient and department records.
- Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
- Maintains a cooperative relationship among health care teams by communicating information; responding to requests; building rapport; participating in team problem-solving methods.
- Rotate on call duties.
- Other duties as assigned.

Minimum Skills and Qualifications:

- Licensed as a Registered Nurse in the State of Ohio.
- One year nursing experience in behavioral medicine, medical-surgical, emergency room, or a closely related area. Some prior work experience in a correctional setting desirable.
- Must be familiar with identification and treatment of poly-substance abuse.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements:

[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

- Stooping and bending to conduct physicals, stock and retrieve supplies and other functions.
- Ability to access medical and other office files.
- Ability to enter and access information using a computer.
- Ability to lift patient in emergency situations. -
- Ability to access all areas of the jail including climbing stairs.
- Prolonged standing while stocking inmate medications.

Working Conditions:

- Works in locked in environment, on camera, walks between facilities outside.
- Exposure to sharp needles and related equipment.
- Regular exposure to inmates.
- Exposure to communicable diseases, blood and other bodily fluids.

Upon roll call the vote was as follows:

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

June 28, 2017

Courthouse Renovation Project Update-Mr. Thomas said the exterior painting is completed now and as a result some of the scaffolding will be coming down. The caulking is being finished around the windows and cleaning is being done. The entire project should be completed by August 31. As a side project the exterior of the old jail will be cleaned and the bars on the windows and fire escape will be painted. Mr. Dutton noted grant money will be used for the jail project. Mr. Thomas added estimates are coming in for the replacement of the north side and east side steps and concrete and brick out front will be repaired by fall.

9:30 Belmont Soil & Water Conservation District Employees

Re: Department Update

Present: Liza Butler, Hannah Carpenter, Abby Haywood and Samantha Hearn, Soil & Water employees and Bryan Murphy, Soil & Water Board Chairman.

A PowerPoint presentation was given on the various services and educational programs they provide.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Prosecutor Dan Fry pursuant to ORC 121.22(G) (3) Court Action Exception to consider imminent court action.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:18 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:18 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:23A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer 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. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:40 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:40 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ACCEPTING THE RESIGNATION
FROM FULL TIME NURSE SUPERVISOR, STEPHANIE MILLER, RN**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation from full time Nurse Supervisor, Stephanie Miller, RN, effective June 28, 2017.

Upon roll call the vote was as follows:

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

Reconvened at 4:40 p.m. Present: Commissioners Thomas, Dutton and Meyer and Jayne Long, Clerk.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 4:40 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Assistant Prosecutor Dave Liberati, Prosecutor Dan Fry, Divisional Court Judges Eric Costine and Al Davies and Clerk of Courts David Trouten pursuant to ORC 121.22G(2) Property Exception to consider the purchase of property for public purposes.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 5:07 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 5:07 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

June 28, 2017

June 28, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 5:07 P.M.**

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

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

Read, approved and signed this 6th day of July, 2017.

Mark A. Thomas /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

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

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK