

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

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

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

Motion made by Mr. Dutton, 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 \$412,895.97**

Upon roll call the vote was as follows:

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A40.000 Barnesville Airport Authority	\$700.00

**J00 REAL ESTATE ASSESSMENT/AUDITORS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1310-J000-J03.011 Contracts	E-1310-J000-J16.007 Unemployment	\$3,200.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S66.003 PERS	\$560.26
E-8010-S030-S51.002 Salaries	E-8010-S030-S70.005 Medicare	\$200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND THE W80 PROSECUTORS VICTIM ASSIST PROGRAM**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0111-A001-E02.002 Salaries-Employees	R-1511-W080-P07.574 Victim Assistance Salaries	\$2,295.00

**S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND/SHERIFF**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$21,002.00
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$285.88
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$2,261.98
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Health Insurance	\$1,714.33

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 18, 2018:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**A00 General Fund**

E-0051-A001-A24.000	Infrastructure	\$52,256.08
E-0051-A001-A50.000	Budget Stabilization	\$600,000.00
E-0257-A017-A00.000	Contingencies	\$60,908.80

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 3, 2018\*\***

**S78 GENERAL FUND SUPPLEMENTAL EQUIPMENT/RECORDERS**

E-1210-S078-S08.011	Contract Services	\$100,000.00
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**\*\* JANUARY 31, 2018\*\***

**SHERIFF/VARIOUS FUNDS**

E-5102-S002-S01.002	Salaries	\$21,002.00
E-5102-S002-S02.005	Medicare	\$285.88
E-5102-S002-S03.003	PERS/SPRS	\$2,261.98
E-5102-S002-S04.006	Health Insurance	\$1,714.33

**\*\*JULY 18, 2018\*\***

**A00 GENERAL FUND**

E-0055-A004-B18.000	Other Expenses	\$947.94
E-0061-A002-B05.000	Intense Probation-Clerk of Crts.	\$20,566.37

**B00 DOG AND KENNEL FUND**

E-1600-B000-B02.002	Salaries-Employees	\$68,000.00
E-1600-B000-B08.003	PERS	\$11,000.00

**L01 SOIL CONSERVATION/BSWCD**

E-1810-L001-L05.011 Contract Services \$54.70

**O54 DEBT SERVICE – COUNTY ISSUES**

E-9254-O054-O01.050 Principal Loan Payments \$250,000.00  
 E-9254-O054-O02.051 Interest Payments \$83,055.56  
 E-9255-O054-O12.051 Interest Payments \$60,000.00

**OAKVIEW JUVENILE/VARIOUS**

E-8010-S030-S40.000 Grant Holding Account \$30,000.00  
 E-8010-S030-S51.002 Salaries \$249,666.09  
 E-8010-S030-S53.000 Medical \$6,000.00  
 E-8010-S030-S54.000 Food \$5,000.00  
 E-8010-S030-S55.010 Supplies \$2,000.00  
 E-8010-S030-S56.000 Motor Vehicles \$600.00  
 E-8010-S030-S57.000 Travel & Staff Development \$4,140.08  
 E-8010-S030-S58.000 Communications \$2,000.00  
 E-8010-S030-S59.000 Fuel/Utilities \$25,000.00  
 E-8010-S030-S60.000 Maintenance & Repair \$10,000.00  
 E-8010-S030-S62.000 Printing \$600.00  
 E-8010-S030-S63.000 General \$6,000.00  
 E-8010-S030-S66.003 PERS \$27,000.00  
 E-8010-S030-S67.004 Workers Comp \$15,000.00  
 E-8010-S030-S68.006 Hospitalization \$58,000.00  
 E-8010-S030-S69.007 Unemployment Compensation \$2,000.00  
 E-8010-S030-S70.005 Medicare \$3,000.00  
 E-8010-S030-S71.000 Education/Recreation \$2,000.00  
 E-8011-S031-S02.000 Food (NSLA/Meal Tickets) \$1,410.26  
 E-8012-S032-S00.000 Activity Fund \$108.10

**S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

E-1520-S077-S01.002 Salaries \$17,386.75  
 E-1520-S077-S02.005 Medicare \$252.00  
 E-1520-S077-S03.003 PERS \$2,434.25  
 E-1520-S077-S04.006 Hospitalization \$3,184.00  
 E-1520-S077-S05.004 Workers Comp \$313.00

**T11 BEL. CO. COMMISSIONERS CDBG**

E-9702-T011-T01.000 Grants \$6,221.00

**W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002 Salaries \$2,295.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION**

**OF MONIES BY THE BUDGET COMMISSION**

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

**B00 DOG AND KENNEL FUND/GENERAL FUND TRANSFER-\$79,000.00** transferred from the General Fund into R-1600-B000-B11.574 on 07/18/18.

**C. PRICE/REFUND AND REIMBURSEMENT-\$947.94** deposited into R0050-A000-A45.500 on various dates (see below)

\$125.00 01/10/18  
 \$160.00 02/15/18  
 \$140.00 03/09/18  
 \$125.00 04/09/18  
 \$140.00 05/11/18  
 \$125.00 06/07/18  
 \$132.94 07/09/18

**O54 DEBT SERVICE-COUNTY ISSUE/GENERAL FUND TRANSFER-**

**\$60,000.00** transferred from the General Fund into R-9255-O054-O20.574 on 07/03/18.

**\$333,055.56** transferred from General Fund into R-9255-O054-O10.574 on 07/03/18.

**T11 GRANT MONIES-\$6,221.00** deposited into R-9720-T011-T01.501 on 07/13/18.

**2017 CARRY-OVER POS-**

**A00 GENERAL FUND**

PO# 521661 E-0051-A001-A24.000 Infrastructure \$52,256.08  
 PO# 521662 E-0051-A001-A50.000 Budget Stabilization \$600,000.00  
 PO# 521684 E-0257-A017-A00.000 Contingencies \$60,908.80

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**

**THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated \_\_\_ July 18, 2018, 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. Dutton Yes  
 Mr. Meyer Yes  
 Mr. Thomas Yes

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:

**DJFS**-Vince Gianangeli, John LaRoche, Michele Burkhart, Leann Boston, Melissa Freeman, Janelle Nardo, William Marinacci and Trina Palmer to Columbus, OH, on September 18-21, 2018, to attend the PCSAO Conference. Estimated expenses: \$7,232.00.

**SENIORS**-Sue Neavin to Amish Country for a senior outing to Keim Lumber and the flea markets. Kay Driscoll to Hartfield, OH, on August 17, 2018, for a senior outing to the Hartfield Flea Market. Denise Starr to Beallsville, OH, on August 17, 2018, for a senior outing to the Amish Produce and Beallsville Diner. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 11, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:

A Town Hall meeting will be held on Monday, July 23, 2018, at 6:00 p.m. at the Martins Ferry Public Library, 20 South Fifth Street, Martins Ferry, OH 43935. Public input is welcome and citizens are encouraged to attend.

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

The Board of Commissioners of Belmont County, Ohio met in regular session on the 18th day of July, 2018 with the following members present:

J. P. Dutton, President

Josh Meyer

Mark A. Thomas

Mr. Dutton moved the adoption of the following:

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

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

County Road 2 Deep Run Rd. (from TR 471 proceeding north 1.857 miles along CR 2 to Yorkville Corp. limit), and  
County Road 3 St. Joe Merritt Rd. (from SR 149 proceeding east 1.648 miles along CR 3 to SR 149), and  
County Road 18 Lansing-Chermont Rd. (from US 40 proceeding north 1.977 miles along CR 18 to CR 20), and  
County Road 20 Blaine-Chermont Rd. (from CR 10 proceeding north 2.180 miles along CR 20 to CR 18), and  
County Road 24 Boydsville Rd. (from US 40 proceeding east 0.830 mile along CR 24 to Bridgeport Corp. limit), and  
County Road 44 Winding Hill Rd. (from TR 300 proceeding east 2.169 miles along CR 44 to Bellaire Corp. limit), and  
County Road 44 Winding Hill Rd. (from SR 147 proceeding east 1.880 miles along CR 44 to TR 300), and  
County Road 46 New Cut Rd. (from CR 44 proceeding east 1.833 miles along CR 46 to 0.922 mile east of TR 707), and  
County Road 46 New Cut Rd. (from 0.922 mile east of TR 707 proceeding east 1.763 miles along CR 46 to Shadyside Corp. limit), and  
County Road 56 Mt. Victory Rd. (from SR 148 proceeding north 2.172 miles along CR 56 to TR 1558), and  
County Road 56 Country Club Rd. (from 0.258 mile south of TR 274 proceeding north 1.580 miles along CR 56 to US 40), and  
County Road 56 Morgan Hill Rd. (from CR 10 proceeding north 2.770 miles along CR 56 to Jefferson Co. line), and  
County Road 78 National Oco Rd. (from US 40 proceeding north 1.809 miles along CR 78 to TR 333), and  
County Road 78 National Oco Rd. (from TR 333 proceeding north 1.238 miles along CR 78 to CR 10), and  
County Road 128 Boston Rd. (from TR 19 proceeding north 2.116 miles along CR 128 to TR 21), and  
County Road 214 High Ridge Rd. (from I-470 westbound ramps proceeding north 2.953 miles along CR 214 to I-70 eastbound ramps)

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

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

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

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

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

Mr. Meyer seconded the foregoing Resolution.

A Calling of the roll resulted as follows:

BELMONT COUNTY COMMISSIONERS

Mr. Dutton \_\_\_\_\_, Yes

Mr. Meyer \_\_\_\_\_, Yes

Mr. Thomas \_\_\_\_\_, Yes

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF  
SERVICES CONTRACT BETWEEN BELMONT COUNTY FAMILY AND CHILDREN  
FIRST COUNCIL AND KATHY J. KING AS COUNCIL COORDINATOR**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between the Belmont County Family and Children First Council and Kathy J. King for services as the Belmont County Family and Children First Council Coordinator in a not to exceed amount of \$12,750.00, effective July 1, 2018 through June 30, 2019.

**PURCHASE OF SERVICE CONTRACT BETWEEN  
THE FAMILY AND CHILDREN FIRST COUNCIL  
AND KATHY J. KING FOR SERVICES AS THE  
BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL COORDINATOR**

This agreement is made and entered into on July 1, 2018, by and between the Belmont County Family and Children First Council, hereinafter referred to as "**Council**", its Administrative Agent, being the Belmont County Department of Job and Family Services, hereinafter referred to as "**Administrative Agent**", and Kathy J. King, Coordinator of the Belmont County Family and Children First Council, hereinafter referred to as "**Provider**".

**Article I Effective Dates**

This contract shall extend from July 1, 2018 through June 30, 2019, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond the time period upon the execution of a written amendment pursuant to Article IV, contingent upon available funding.

**Article II Amount of Contract/Payments**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$12,750.00.
- B. The **Provider** certifies that all costs are allowable and appropriate, and services submitted for payment were actually-provided. The **Provider** will establish and maintain all fiscal records as needed and required to justify expenditures, including, but not limited to, time sheets, travel logs and receipts for all claimed expenses.
- C. The **Provider** agrees to submit an invoice to the **Administrative Agent** so that funds may be drawn and payment made for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Administrative Agent** during the contract period.
- D. The **Provider** agrees to charge the **Council** at a rate of \$15.00 per hour for time charged for work performed as the Belmont County Family and Children First Coordinator.
- E. The **Provider** assumes all liability for any federal, state, and/or local income taxes and/or fees incurred while performing duties as the Belmont County Family and Children First Coordinator.
- F. The **Administrative Agent** will review invoices for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of an invoice. The reported expenditures submitted are subject to adjustment by the **Administrative Agent** before such payment is authorized to adjust for mathematical errors, incorrect rates, and/or unallowable costs. Such invoices are subject to audit by appropriate federal, state, and/or local officials.
- G. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**Article III General Regulation**

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this agreement or with funds provided by this contract are the property of the **Council** and **Administrative Agent**, which has unrestricted rights to reproduce, distribute, modify, maintain, and use. All materials and items produced under this contract will be made freely available to the general public unless the **Administrative Agent** determines that, pursuant to federal and state laws, the materials are confidential.
- B. The **Provider** will comply with all applicable federal and state regulations, rules, statutes, and guidelines regarding the expenditure of funds, and program requirements, including, but not limited to: OMB Circular A-87, CMIA Regulations, Health and Human Services grant guidelines, and Ohio Department of Job and Family Services rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program, including planning and participating in site visits.
- C. The **Provider** will schedule meetings of the **Council** at least bi-monthly in odd number months in coordination with the membership of the **Council**, or as deemed necessary by the **Council**.
- D. The **Provider** will be responsible for taking minutes of **Council** meetings and providing copies of such prior to subsequent meetings. The **Provider** will submit bi-monthly reports on program issues and concerns, successes and expenditures to the **Council** and **Administrative Agent**.
- E. The **Administrative Agent** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Administrative Agent**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Administrative Agent** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Administrative Agent**, to be identified by the **Administrative Agent**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Administrative Agent** as necessary to ensure understanding and the success of completion of the contract activities.

**Article IV Termination and Amendment**

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Administrative Agent**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Administrative Agent** in the amount adequate to support the services and activities under this agreement, as determined by the **Administrative Agent**, the **Administrative Agent** may terminate this agreement. The **Administrative Agent** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Administrative Agent** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Administrative Agent** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**Article V Limitation of Liability**

The **Provider** agrees to hold the **Administrative Agent** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Administrative Agent** for any judgments for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Administrative Agent** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against

the state or the **Administrative Agent** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Administrative Agent** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Administrative Agent's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Administrative Agent** knew or should have known of the possibility of such damages.

**Article VI Special Conditions and Miscellaneous Provisions**

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Administrative Agent** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the

**Administrative Agent** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.

- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Administrative Agent** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Administrative Agent** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Administrative Agent**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Administrative Agent**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Administrative Agent** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Administrative Agent**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**Article VII Construction**

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

**SIGNATURES**

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director Belmont County Department of Job and Family Services	<u>7-12-18</u> Date
<u>Gary Obloy /s/</u> Gary Obloy, Chairperson Belmont County Family and Children First Council	<u>7-18-18</u> Date
<u>Kathy J. King /s/</u> Kathy J. King, Coordinator Belmont County Family and Children First Council	<u>7-12-18</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Board of Commissioners	<u>7-18-18</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, Vice-President Belmont County Board of Commissioners	<u>7-18-18</u> Date
<u>Mark A. Thomas /s/</u> Mark A. Thomas, Commissioner Belmont County Board of Commissioners	<u>7-18-18</u> Date
Approved as to form: <u>David K. Liberati /s/ Assist. PA</u> Belmont County Prosecutor	<u>7-18-18</u> Date

Upon roll call the vote was as follows:

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

Mr. Dutton noted Ms. King is replacing Ms. Vanessa Berhalter as Council Coordinator.

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES AND KATHERINE KING TO PROVIDE KINSHIP SUPPORT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Katherine King in the not to exceed amount of \$18,000.00, effective July 1, 2018 through September 30, 2019, to provide Kinship Support Services for Belmont County Children Services Department.

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

**Whereas**, this contract, entered into on this **1st** day of **July, 2018**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Katherine King (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Kinship support services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser.

**II PARTIES**

The parties to this agreement are as follows:

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

**Contractor:** Katherine King  
47750 Watson Road  
St. Clairsville, OH 43950

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2018. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is September 30, 2019.

**IV DEFINITIONS**

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

Allowable Costs

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

Participants

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

Performance

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

Proportional payment

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

Services

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

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. Contractor will initiate and complete Kinship home studies as assigned by Program **Administrator. Home studies will be completed using format approved and recommended by** the Protect Ohio consortium. Home studies will be completed within 30 days of referral, unless due to circumstances beyond control of Contractor.
2. Contractor does not have direct line responsibility for the case.
3. Contractor will arrange and provide support services to Kinship Providers to help maintain the placement. These services will be individualized and identified on treatment plan and will adhere to case plan objectives. Cases will be assigned by Program Administrator.
4. Contractor will meet with assigned Kinship Providers on at least a monthly basis.
5. Contractor will document all contacts with the Kinship Provider and provide documentation to the assigned caseworker on a monthly basis.
6. Contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Kinship Support Services.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.
11. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

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

**D. Performance Standards**

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

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

**E. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor (\$32) thirty-two dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor the federal reimbursable rate for travel for home visits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$32	Total

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

**F. Evaluation and Monitoring**

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

**VI AVAILABILITY OF FUNDS**

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

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

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

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

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

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

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the

State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

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

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

**XVIII COMPLIANCE**

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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

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

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

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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



**XXIX NON-DISCRIMINATION**

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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

**XXXIII COPELAND "ANTI-KICKBACK" ACT**

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

**XXXIV DAVIS-BACON ACT**

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

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

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**

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**

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**

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

**XLI PROCUREMENT**

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

**SIGNATURES**

<u>Vince Gianangeli /s/</u>	<u>7-12-18</u>
<b>Vince Gianangeli, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>J. P. Dutton /s/</u>	<u>7-18-18</u>
<b>J. P. Dutton, Belmont County Commissioner</b>	<b>Date</b>
<u>Josh Meyer /s/</u>	<u>7-18-18</u>
<b>Josh Meyer, Belmont County Commissioner</b>	<b>Date</b>
<u>Mark A. Thomas /s/</u>	<u>7-18-18</u>
<b>Mark A. Thomas, Belmont County Commissioner</b>	<b>Date</b>
<u>Katherine King /s/</u>	<u>7-10-18</u>
<b>Katherine King</b>	<b>Date</b>
<u>David K. Liberati /s/ Assist. PA</u>	<u>7-18-18</u>
<b>Approved as to form:</b>	<b>Date</b>
<b>Belmont County Prosecutor</b>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM APOLLO PRO CLEANING AND RESTORATION/COMMISSIONER'S OFFICES**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the proposal dated July 9, 2018, from Apollo Pro Cleaning and Restoration in the amount of \$550.00 for carpet cleaning of three offices and window blinds and valance cleaning in the Belmont County Commissioners' offices.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

July 18, 2018

Mr. Thomas Yes

**IN THE MATTER OF APPROVING THE LETTER OF ENGAGEMENT WITH THE AUDITOR OF STATE FOR THE BELMONT COUNTY AUDIT FOR YEARS 2018 & 2019**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Letter of Engagement** with the Auditor of State for services to be performed regarding the Belmont County Audit for the years ending December 31, 2018 and December 31, 2019 at an estimated cost of not to exceed \$ 73,500 for each fiscal year.

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:36 A. M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Dan Fry, Belmont County Prosecutor and Dave Liberati, Assistant Prosecutor pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending and imminent court action.

Upon roll call the vote was as follows:

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

Mr. Liberati stepped out at 9:52 a.m. and executive session continued with Prosecutor Fry.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:04 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:04 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TO BE TAKEN AT THIS TIME**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:36 A. M.**

Motion made by Mr. Dutton, 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 discipline and dismissal of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:00 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:00 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF APPROVING THE TERMINATION OF DOROTHY STENGER, SSOBC EMPLOYEE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the termination of Dorothy Stenger, Senior Services of Belmont County employee, effective Thursday, July 19, 2018 and direct her supervisor to notify Ms. Stenger of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF UPHOLDING THE SUSPENSION TO MISSY PACIFICO/ SENIOR SERVICES OF BELMONT COUNTY EMPLOYEE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to uphold the suspension to Senior Services of Belmont County employee Missy Pacifico which has already been served May 22, 2018 through May 24, 2018.

Upon roll call the vote was as follows:

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

**RECESS-Mr. Dutton said the meeting will be left open due to a potential discussion with Sheriff Lucas.**

Reconvened Thursday, July 19, 2018 at 9:32 a.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.

**IN THE MATTER OF APPROVING THE PURCHASE OF THREE (3) FORD EXPLORERS FOR BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the purchase of three (3) Ford Explorers from Lebanon Ford at the state purchase price of \$27,686.00 each for the Belmont County Sheriff's office to replace older, high mileage vehicles in their road patrol fleet.

Upon roll call the vote was as follows:

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

July 18, 2018

**IN THE MATTER OF ADJOURNING**

July 18, 2018

**COMMISSIONERS MEETING AT 9:56 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 9:56 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 25<sup>th</sup> day of July, 2018.

J. P. Dutton /s/\_\_\_\_\_

Mark A. Thomas /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/\_\_\_\_\_

We, J. P. Dutton 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.

J. P. Dutton /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK