

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, 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. Meyer, seconded by Mr. Echemann 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 \$374,250.81

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated February 20, 2019, 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITORS-Doug DeVault to Zanesville, OH, on March 12 & 13, 2019, to attend a Weights & Measures Training classes on timing devices with ODA. Estimated expenses: \$200.00.

DJFS-David McFarlan and Kim Rico to Columbus, OH, on April 14-16, 2019, to attend the CSEA 2019 Spring Symposium. Estimated expenses: \$1,538.80. Vince Gianangeli, John LaRoche, William Marinacci and John Regis to Marysville, OH, on March 28-29, 2019, to attend the Ohio Reformatory for Women. A county car will be used for travel. Estimated expenses: 736.80.

SENIORS-Daisy Braun to Rayland, OH, on March 14, 2019, for a senior outing to The Fairway 4 Restaurant, Rite Aid and Dollar Store. Mindi Baker to Wheeling, WV, on March 21, 2019, for a senior outing to Wheeling Downs and TJ's Sports Garden. Denise Starr to Wheeling, WV, for a senior outing to WTRF and the Fish Market. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 13, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE RELEASE OF ACCESS AGREEMENT DATED APRIL 25, 2018, WITH XTO ENERGY/ENGINEERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the release of an Access Agreement dated April 25, 2018, granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line for the use of 0.40 miles of CR 56 (Mt. Victory Road), based upon the recommendation of County Engineer Terry Lively.

Note: XTO Energy now has this section of road under a full RUMA, so they no longer need the Access Agreement

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE RELEASE OF ACCESS AGREEMENT DATED OCTOBER 17, 2018, WITH XTO ENERGY/ENGINEERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the release of an Access Agreement dated October 17, 2018, granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line for the use of 0.21 miles of CR 54 (Old Route 7 Road), based upon the recommendation of County Engineer Terry Lively.

Note: XTO Energy no longer intends to use this roadway for waterline access and have not utilized this route.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADVERTISING FOR BIDS FOR BELMONT COUNTY SARGUS JUVENILE DETENTION CENTER ROOF REPLACEMENT PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the **Belmont County Sargus Juvenile Detention Center Roof Replacement project**, based upon the recommendation of Jack Regis, Facilities Manager, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

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

Sealed bids for roofing renovations on the Belmont County Sargus Juvenile Detention Center will be received by the Belmont County Board of County Commissioners, 101 W. Main St. Clairsville, OH 43950, until 9:30 AM (Local Time) on March 27, 2019, then at said office publicly opened and read aloud.

A **mandatory pre-bid meeting** shall be conducted on **Tuesday, March 12, 2019, at 10:00 AM** at the Belmont County Board of Developmental Disabilities located at **210 Fox Shannon Place, St. Clairsville, OH 43950**. The purpose of this meeting is to review the specification and site conditions. Contractors failing to attend the pre-bid meeting will not be permitted to bid. Copies of the specifications will be provided at the pre-bid meeting.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashier’s check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Owner reserves the right to reject any or all bids, and/or to waive any informality, infirmity, omission, defect, irregularity and/or disqualifying error in any bid.

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

Times Leader Advertisement: Two (2) Mondays, February 25 & March 4, 2019
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO VENDOR AGREEMENT ON BEHALF OF DEPT. OF JOB OF FAMILY SERVICES WITH THE SUN SHOP

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services, with The Sun Shop, in the maximum billable amount of \$6,000.00, for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective February 20, 2019 through June 30, 2019.

Note: This is a new agreement due to the recent sale of the station and change in ownership.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 20th day of February, 2019 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and The Sun Shop, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from February 20, 2019 through June 30, 2019 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$ 6,000.00

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services.

Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on 20th day of February, 2019.

Signature Vince Gianangeli s/
Dept. of Job and Family Services

Signature _____
Provider Signature

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Date 2-6-19

Signature J. P. Dutton /s/

Signature Jerry Echemann /s/

Signature Josh Meyer /s/

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Prosecutor Assist. PA

Upon roll call the vote was as follows:

Date 2-12-19

Date 2-20-19

Date 2-20-19

Date 2-20-19

Date 2-19-19

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN DEPT. OF JOB & FAMILY SERVICES AND MOBILIZE 360

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and Mobilize360, in the amount of \$50,000, effective January 1, 2019 to June 30, 2019, to provide Outreach Services for Workforce Development Area 16.

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

Whereas, this contract entered into on the 20th day of February 2019, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and Mobilize360 (hereinafter referred to as “Contractor”), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), as defined in the Request for Qualifications (RFQ) WDA16 Outreach Service, dated September 10, 2018 and attached as Exhibit A, and the Mobilize360 response to this RFQ, attached as Exhibit B.

I PURPOSE

The purpose of this contract is to provide Outreach Services in WDA16 which will address:

1. Promoting job fairs and other workforce development events; and
2. Communicating with job seekers that WDA16 and OhioMeansJobs services are available for everyone; and
3. Expanding outreach to create awareness of selected services to help businesses meet the workforce needs; and
4. Communicating with parents and students regarding the youth workforce development and employability services available through the new Comprehensive Case Management Employment Program (CCMEP).

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: Mobilize360
3137 Pennsylvania Avenue
Weirton WV 26062
304-374-6925
Jake Young, Owner

III CONTRACT PERIOD

This contract and its terms for Program Year 2018 (PY18) will become effective on January 1, 2019. The termination date for this contract is June 30, 2019. This contract may be renewed from July 1, 2019 through June 30, 2020 based on satisfactory contractor performance and additional resources approved by the Workforce Development Board Area 16 (WDB16) and Council of Governments (COG). Such additional work shall be documented by an amendment(s) to this contract.

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.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from _____ each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

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.

Outreach Services

As defined in TEGL 3-15, “Basic Career Services must include availability to all individuals seeking services served in the one-stop delivery system and include: *Outreach*, intake...and orientation to information and other services available through the one-stop delivery system.”

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state's biennium budget, was signed into law. Section 305.190 of the bill established the Comprehensive Case Management Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/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 will provide the following deliverables for this project:
 - A. Technical support to **define, design and create messages** to unique client groups; and
 - B. Develop a comprehensive and **implementable one (1) year outreach strategy** within the allocated budget (total calendar year 2019 funding currently authorized for \$50,000.00 but estimated at \$100,000.00 to include all vendor fees and media/outreach purchases). This strategy should include **an analysis of best mix to reach intended clients**, i.e. a **purchase calendar** for the selected mix, which may or may not include radio, television, print, social media, billboards, etc. as determined as the best methods to affordably and effectively reach targeted customers; and
 - C. Purchase, produce and manage media buys; and
 - D. Develop earned media opportunities strategy for "free" outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
 - E. Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.
2. The Contractor's staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
3. 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/or 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.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and/or 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 stated herein.

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/or 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 stated herein.

B. Purchaser Responsibilities

1. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall organize timely meetings with the WDB16, the COG and the WDB16 Outreach Committee to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
3. The Purchaser will pay all costs related to providing Outreach Services consistent with the provisions stated in Article VIII.

C. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner.
2. Timely cooperation with all accountability requirements set forth in this contract.
3. Providing quarterly and semi-annual feedback on the effectiveness of the outreach efforts.
4. 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 previous month from the first (1st) to the last day of the month.

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

Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or

- A. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

D. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article V – Scope of Work.

E. Performance Reporting

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 the 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/or 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, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, outreach impact, feedback data and related reports.

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, any sub-vendors 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/or repayment

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.259).

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$50,000.00.

All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program 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

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. 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 for Outreach Services:

Activity	Total Cost
<i>Purchase of Outreach Media</i> (TV, radio, social media, print, billboards, custom apps, etc.)	\$44,000.00
<i>Professional Service Fees</i> covering outreach strategy/ planning, content development, content production, media purchases, earned media contacts and all administrative services related to the delivery of the scope of work not to exceed 12% of the purchase of outreach media.	\$6,000.00
Indirect Cost	\$0.00
Total Cost	\$50,000.00
Maximum Authorize Reimbursement Amount	\$50,000.00

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance 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 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 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 Area 16 Workforce Development Board'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, if applicable.

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 Area 16 Workforce Development Board.

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 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 or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

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, the Area 16 Workforce Development Board and the Area 16 Council of Government 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, the Area 16 Workforce Development Board and the Area 16 Council of Government in connection with any omission or negligent action.

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, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 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 Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

XL SIGNATURES

<u>Vince Gianangeli /s/</u>	<u>2-12-19</u>
Vince Gianangeli, Director Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075	Date
<u>J. P. Dutton /s/</u>	<u>2-20-19</u>
J. P. Dutton Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>2-20-19</u>
Josh Meyer Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>2-20-19</u>
Jerry Echemann Belmont County Commissioner	Date
<u>Jake Young /s/</u>	<u>2-7-19</u>
Mobilize360, Jake Young, Owner 3137 Pennsylvania Avenue Weirton WV 26062 (304)374-6925	Date
Approved as to form: <u>David K. Liberati /s/ Assist PA</u>	<u>2-19-19</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN WSOS COMMUNITY ACTION COMMISSION AND BELMONT COUNTY/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the agreement between WSOS Community Action Commission and Belmont County, effective February 20, 2019 through February 20, 2021, for a drinking water system asset management plan in the amount of \$20,000.00, based upon the recommendation of Kelly Porter, Water & Sewer Director, to be paid out of the Water & Sewer Revenue Funds.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 20th day of FEBRUARY, 2019, between WSOS Community Action Commission ("Contractor") with a principal place of business at 109 S. Front Street, Fremont, Ohio 43420, and Belmont County ("Client"), of St. Clairsville, Ohio 43950.

ARTICLE I - TERM OF CONTRACT

This Agreement will become effective 2-20-19 and will continue in effect through 2-20-21 unless terminated sooner as provided in Article VI of this Agreement.

ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Specific Services. Contractor agrees to perform the services specified in the "Scope of Services" attached as Exhibit "A" to this Agreement and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
3. Method of Performing Services. Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

ARTICLE III - COMPENSATION

4. Compensation. Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

ARTICLE IV - OBLIGATIONS OF CONTRACTOR

5. Minimum Amount of Service. Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
6. Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
7. Waiver of Claims. The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor's personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client's gross negligence or willful misconduct.
8. Assignment by Contractor. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

ARTICLE V - OBLIGATIONS OF CLIENT

9. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

10. Assignment by Client. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client's duties hereunder without the prior written consent of Contractor.

ARTICLE VI - TERMINATION OF AGREEMENT

11. Termination on Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
12. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:
- A. Death, Total Incapacity or Dissolution of Contractor;
 - B. Assignment of this Agreement by either party without the consent of the other party;
 - C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
 - D. Contractor damages or misappropriates the Client's property or funds.
13. Termination by Client for Default of Contractor. If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.
14. Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.
15. Termination for Failure to Make Payments. If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days after notice from Contractor that payment is overdue.

ARTICLE VII - GENERAL PROVISIONS

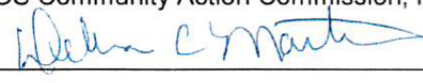
16. Notifications. Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

Contractor:	WSOS Community Action Commission Inc. PO Box 590 109 S. Front St Fremont, OH 43420	Client:	Belmont County Attn: Kelly Porter, Director 101 West Main Street St. Clairsville, Ohio 43950
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Each party may change its address for purposes of this section by giving written notice in the manner provided above.

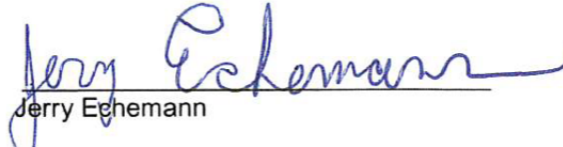
17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.
18. Equal Employment Opportunity Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.
19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.
20. Waiver of Breach. The waiver by either Client or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Client or Contractor.
21. Payment of Monies Due Deceased Contractor. If Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representatives, successors, or assigns.
22. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction.
23. Relationship of Parties. The parties intend that Contractor shall be an independent contractor for Client under this Agreement. Since Client is interested only in the results to be achieved, Contractor shall have full discretion in the management of his operations and the performance of his obligations hereunder. Contractor is not to be considered an agent or employee of Client for any purpose, and Contractor acknowledges that nothing contained in this Agreement shall be deemed or construed to create an employment, partnership or joint venture relationship or any association or relationship other than that of an independent contractor. Contractor shall be responsible for all federal, state and local taxes, including any employment taxes and Workers' Compensation or unemployment compensation costs, associated with his services.
24. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
25. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
26. Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement at Fremont, Ohio as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

CONTRACTOR:
WSOS Community Action Commission, Inc.
By: 
Deb Martin,
Director of Community Development

CLIENT:
Belmont County
By: 
Josh Meyer


J.P. Dutton


Jerry Echemann

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Mr. Meyer noted the asset management plan is mandated by the EPA.

IN THE MATTER OF APPROVING QUOTE FROM HITEK SECURITY SOLUTIONS/OHIO MEANS JOBS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the quote from HiTek Security Solutions in the amount of \$1,996.00 for all labor and materials required to install an access door and two (2) door access control units at Ohio Means Jobs.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING QUOTE FROM

PROPERTY MAINTENANCE SERVICES, INC.

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the quote dated February 12, 2019, from Property Maintenance Services, Inc., to cut and trim all lawn areas surrounding both former Health Plan facilities in the amount of \$340.00 per cut (if scheduled weekly).

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF DIRECTING BELMONT COUNTY PROSECUTOR TO DISMISS THE LITIGATION AUTHORIZED ON NOVEMBER 20, 2018, AGAINST THE BELMONT COUNTY HUMANE SOCIETY

Motion made by Mr. Meyer, seconded by Mr. Echemann to direct the Belmont County Prosecutor to dismiss the litigation authorized on November 20, 2018, against the Belmont County Humane Society on behalf of Belmont County.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	No

IN THE MATTER OF LIQUOR LICENSE FOR SETON HOLDINGS LLC, DBA LAFFERTY STATION

Motion made by Mr. Meyer, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a C1, liquor license, Permit No. 7994622, from Dalps Fuel Mart & Automotive LLC, 43201 Mt. Hope Road, Union Township, Lafferty, Ohio 43951 to Seton Holdings LLC, DBA Lafferty Station, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE PRE-AWARD CONDITION FORMS FOR COMPUTER SERVER GRANT/SHERIFF'S OFFICE

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the Pre-Award Condition Forms for the Belmont County Sheriff's Office – Computer Server Grant as follows:

Subgrant No.: 2018-JG-LLE-5209
Award Period: 03/01/2019 – 09/30/2019
Project Total: \$ 9,060.48
Grant Funds: \$ 8,154.44
10% Local Match: \$ 906.04

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

OPEN PUBLIC FORUM-Jim Morrison, who is representing seven families on Otto Road, asked the Board to sign a letter of support to get a waterline to their area. He said they will be sending it to eight different legislators. Mr. Dutton said the board could possibly do their own letter especially if they would end up pursuing the CDBG grant. He said the CDBG grant is on a two-year cycle and would be awarded next year. "That gives us time to line everything up and make sure all the residents on the road are willing to move forward on the project," he said.

Raymond Cantor thanked the county for the help with the recent water problems on Barnes Road. He said things are better but there are still some issues with pressure, etc. He presented a letter signed by residents asking for a booster pump station to be put in and requesting a reverse 911 call. He said the residents praised the water department employees and think they need better tools, education/training and 4-wheelers to get to work sites. He thanked Commissioners Meyer and Dutton for coming out to Barnes Road to see the problems and talking to some of the residents. Mr. Meyer said they will pass the letter and suggestions on to Kelly Porter, Water & Sewer Director. He credited the people who work out in the field, Mr. Porter and Mark Esposito (former Director) who is now the Water & Sewer Consultant. Mr. Meyer noted there are incentives for employees to get further education and licenses. Mr. Dutton said this is an example of what we've been working on the last couple of years with pay scale adjustments for employees who are doing a good job and incentives for certification/training. He said the motion today for the asset management plan is also part of what they have been working on. The Ohio EPA is pushing for plans like this to make sure funding is set aside to maintain/update the system. He said they struggle to expand the system to individuals that don't have water when the current system needs fixed.

Discussion re: Dismissal of litigation against Belmont County Humane Society

Regarding the motion earlier today, Mr. Dutton said he felt the Board did everything they could to impress upon the Humane Society their desire to see the \$30,000 donation from AEP to go towards kennels at the Animal Shelter as intended. He said the Humane Society decided not to take that project on. It was communicated to the Board of Commissioners it would be used for the care of cats because the county was no longer caring for cats. Mr. Dutton said, "That could not be further from the truth. About a year and a half ago the county closed the shelter to cats due to overcrowding. The shelter's space for cats was fit for 32, at that time we had approaching 70 cats. You can't imagine the disease that can spread when you're overpopulated like that, or even the stress on the animals." He added that a lot of the cats were not ready to be adopted at that point due to needing proper vaccines and other treatment. "Once we got the population limit down we entered into an agreement with a non-profit, Cat Stray Shun, and now have a great program. That room is constantly full. The minute we have a few openings, those spaces are probably taken within the day. I hate to say that they decided on the action because of an action we took that we felt was more than necessary, and again \$30,000 doesn't get used for the intent of what it was (meant to be) used for and that's frustrating. I think we did all we could as this Board to impress upon them what we thought was needed. That was part of the point of this litigation that we are now authorizing the Prosecutor to dismiss" said Mr. Dutton. He added he just wanted to voice his extreme displeasure and frustration.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:43 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, (via phone) pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, compensation and discipline of public employees.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
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February 20, 2019

Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:29 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:29 a.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ISSUING A SUSPENSION TO SENIOR
SERVICES EMPLOYEE SHIRLEY JO CASE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to issue a suspension to Senior Services employee Shirley Jo Case. Suspension will be served February 21, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:51 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 10:51 a.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Read, approved and signed this 27th day of February, 2019.

Josh Meyer /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Jerry Echemann /s/ _____

We, Josh Meyer 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.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK