

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ryan E. Olexo, Charles R. Probst and Mark A. Thomas, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of July 18, 2001, were read, approved and signed.

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

IN THE MATTER OF THE ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE.

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Olexo, seconded by Mr. Thomas all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
Women's, Infants & Children	Aid/Funding crisis-General	24,000.00
Treasurer of State of Ohio	Auditing srv & GAAP Conversion-Gen	15,379.78
John Paleudis, Magistrate	Reimb mileage/Common Pleas-General	217.46
Amy Busic, Victims Assistant	Guardian ad litem fees/Common Pleas-Gen	100.00
Judge Mark Costine	Reimb expenses/Juvenile Ct-General	50.60
Belmont County Sanitary Sewer	Service/Jail-General	1,472.50
Randy Marple, Clerk of Courts	Reimb conference exp-General	383.74
Belmont Co. Family Health Services	Aid funding crisis-General	18,000.00
Belmont County Agriculture Society	Office equipment-General	14,789.84
Judge John M. Solovan	Reimburse expenses/Common Pleas-Gen	171.20
Tracie Yereb	Interpreter fee for 7/12/01/Western-Gen	40.00
Treasurer, State of Ohio	Special audit/Committee On Aginig-Gen	53,702.00
Belmont Soil & Water	2 nd match money/GIS-General	5,000.00
Crystal Springs	Water service-Probate Court	48.45
Beres Company	Maintenance contract-Aud R E Assess	10,800.00
Sherry Patterson	Reimb mileage & expenses-Juvenile Ct	434.08
Sherry Patterson	Reimb Fishing Derby expenses-Juvenile Ct	109.55
Quill Corporation	Printer-Juvenile Court	299.99
Ryan Clifford	Contract services-CCap Program-Juv Ct	570.00
Ryan Clifford	Contract services-CCap Program-Juv Ct	560.00
April Wildman	Reimburse mileage-Juvenile Court	199.07
Alltel	Service-Juvenile Court	1,901.86
BCDJFS PA Fund	CSB Reimb to PA-BCDJFS	188,806.39
BCDJFS Children Services	1 st Qtr FY02 SCPA	99,354.00
C.S.E.A.	June Payment-Clk of Cts Computer	2,267.80
C.S.E.A.	May contract services-Clk of Cts Comp	1,798.60
Treasurer of State	Non Terminal Serv-Eastern Ct Spec Proj	240.00
Diane Day	Court reporter-Western Special Proj	75.00

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for July 20, 2001 as follows:

FUND	AMOUNT
General	\$4,327.59, \$4,996.02, \$17,538.30
General/Disaster Services	\$349.47
Belmont County 9-1-1	\$4,203.53, \$1,241.99
BCDJFS/PA Fund	\$69,747.36, \$4,992.80, \$2,142.23, \$2,984.71
BCDJFS/CSEA	\$17,661.94
County Home/Park Health Center	\$34,424.26
Litter Control	\$658.46
Juvenile Court C Cap Fund	\$1,643.31
Disaster Services LEPC	\$296.31
Community Based Corrections Grant	\$203.13
Northern Court Special Projects	\$123.22

Clk of Courts Cert of Title Admin	\$469.31
Probate Court Computer	\$724.63
Western Division Court	\$497.13

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE OAKVIEW
JUVENILE REHABILITATION DISTRICT FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst 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 20, 2001.

OAKVIEW JUVENILE REHABILITATION DISTRICT FUND	
S030-S51 Salaries	\$97,328.00
S030-S52 Contracts	126.00
S030-S53 Medical	5,178.00
S030-S04 Food	20.00
S030-S54 Food	2,656.00
S030-S55 Supplies	3,375.00
S030-S56 Motor Vehicle	3,750.00
S030-S57 Travel/Staff Devel	1,718.00
S030-S58 Communications	850.00
S030-S59 Fuels/Utilities	2,375.00
S030-S60 Maintenance/Rprs	1,587.00
S130-S10 Capital Repairs	0.00
S030-S62 Printing	500.00
S030-S63 General/Other	250.00
S030-S14 Equipment	0.00
S030-S65 Indirect Costs	4,000.00
S030-S66 PERS	12,500.00
S130-S66 Workers'Comp	3,750.00
S230-S66 Hospitalization	15,000.00
S330-S66 Unemployment	10.00
S430-S66 Medicare	1,248.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE N10 SATELLITE
BUILDING CONSTRUCTION FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst 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 January 03, 2001.

N-10 SATELLITE BUILDING CONSTRUCTION BUILDING FUND	
N10-N31 Other Expenses/Western Satellite Building	\$5,000.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING
AND SIGNING MINUTES OF THE
BELMONT COUNTY COMMISSIONERS
REGULAR BOARD MEETINGS**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve and sign the minutes of the Belmont County Commissioners regular board meetings of May 23, May 25, May 30, June 1 and June 30, 2001.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF REQUEST FOR
CERTIFICATION OF MONIES**

Motion made by Mr. Olexo, seconded by Mr. Probst to request the following monies be certified.

July 18, 2001

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

RE: Certification of monies/Belmont County General Fund

Dear Sirs:

Requesting certification of monies as follows:

\$19,107.97 Paid in June 28, 2001-insurance reimbursement

Warrant received from CORSA/damages at Sheriff Department.

Thank you for your consideration.

Very truly yours,
Belmont County Commissioners
Ryan E. Olexo /s/
Mark A. Thomas /s/
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF PUBLIC ROAD PETITION FOR
VACATION OF MAIN STREET AND 4 ALLEYS IN
SHEPHERDSTOWN AND REDEDICATION OF CO. RD. 64,
WHEELING TOWNSHIP/ RD IMP 1058**

Motion made by Mr. Olexo, seconded by Mr. Thomas to accept the following Public Road Petition.

PUBLIC ROAD PETITION

St. Clairsville, Ohio

July 20, 2001

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacating of Main Street and 4 alleys in Shepherdstown and rededication of Co. Rd. 64 in Wheeling Twp. Sec 21-8-4

a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following in the general route and termini of said road:

Beginning at and being the Main Street and 4 alleys in Shepherdstown, recorded in Deed Book F Page 273.

Rededication of Co Rd. 64 : Beginning at a point on the north line of Section 21 T-8 R-4 and on the county line , where a marked stone (found) at the northeast corner of section 21 bears South 85 degrees 08 minutes 00 seconds East 803.08 feet, said point of beginning also being at the beginning of a curve concave to the southeast and having a radius of 1077.45 feet. Thence from said place of beginning southwesterly along said curve 31.49 feet through a central angle of 01 degree 40 minutes 29 seconds a chord of South 29 degrees 28 minutes 27 seconds West 31.49 feet, thence South 28 degrees 38 minutes 12 seconds West 118.55 feet to a point at the beginning of a curve concave to the northwest and having a radius of 3849.06 feet, thence southwesterly along said curve 213.26 feet through a central angle of 03 degrees 10 minutes 28 seconds a chord of South 30 degrees 13 minutes 26 seconds West 213.23 feet, thence South 31 degrees 48 minutes 40 seconds West 134.7 feet to a point at the beginning of a curve concave to the southeast and having a radius of 1238.11 feet, thence southwesterly along said curve 458.30 feet through a central angle of 21 degrees 12 minutes 31 seconds a chord of South 21 degrees 12 minutes 24 seconds West 455.68 feet, thence South 10 degrees 36 minutes 09 seconds West 83.60 feet to a point at the beginning of a curve concave to the northwest and having a radius of 481.04 feet, thence southwesterly along said curve 82.05 feet through a central angle of 09 degrees 46 minutes 20 seconds a chord of South 14 degrees 38 minutes 42 seconds West 81.95 feet to the point of terminus in existing County Road 64.

NAME	ADDRESS
Dave Morgan /s/,	Land Agent

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF THE VACATION
OF MAIN STREET AND 4 ALLEYS IN SHEPHERDSTOWN
AND REDEDICATION OF CO. RD. 64
IN WHEELING TWP. SEC 21-8-4 /RD IMP 1058

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition**

Mr. Olexo moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to ² vacate main street and 4 alleys in Shepherdstown and rededication of Co. Rd. 64 in Wheeling Twp. Sec 21-8-4 a Public Road as described therein; therefore be it

RESOLVED, That the 8th day of August, 2001 at 11:45 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site._____ and go over the line of said proposed improvement; and be it further

RESOLVED, That the 15th day of August 2001, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. <u>Olexo</u> _____,	<u>Yes</u>
Mr. <u>Thomas</u> _____,	<u>Yes</u>
Mr. <u>Probst</u> _____,	<u>Yes</u>

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)**

ROAD IMP. # 1058

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the Matter of ¹ vacation of Main Street and 4 alleys in Shepherdstown and rededication of Co. Rd. 64 in Wheeling Twp. Sec 21-8-4 a Public Road on the line hereinafter described, the general route and termini of which Road are as follows:

Beginning at and being the Main Street and 4 alleys in Shepherdstown, recorded in Deed Book F Page 273.

Rededication of Co Rd. 64 : Beginning at a point on the north line of Section 21 T-8 R-4 and on the county line , where a marked stone (found) at the northeast corner of section 21 bears

South 85 degrees 08 minutes 00 seconds East 803.08 feet, said point of beginning also being at the beginning of a curve concave to the southeast and having a radius of 1077.45 feet. Thence

from said place of beginning southwesterly along said curve 31.49 feet through a central angle of 01 degree 40 minutes 29 seconds a chord of South 29 degrees 28 minutes 27 seconds West 31.49 feet, thence South 28 degrees 38 minutes 12 seconds West 118.55 feet to a point at the beginning of a curve concave to the northwest and having a radius of 3849.06 feet, thence southwesterly along said curve 213.26 feet through a central angle of 03 degrees 10 minutes 28 seconds a chord of South 30 degrees 13 minutes 26 seconds West 213.23 feet, thence South 31 degrees 48 minutes 40 seconds West 134.7 feet to a point at the beginning of a curve concave to the southeast and having a radius of 1238.11 feet, thence southwesterly along said curve 458.30 feet through a central angle of 21 degrees 12 minutes 31 seconds a chord of South 21 degrees 12 minutes 24 seconds West 455.68 feet, thence South 10 degrees 36 minutes 09 seconds West 83.60 feet to a point

at the beginning of a curve concave to the northwest and having a radius of 481.04 feet, thence southwesterly along said curve 82.05 feet through a central angle of 09 degrees 46 minutes 20 seconds a chord of South 14 degrees 38 minutes 42 seconds West 81.95 feet to the point of terminus in existing County Road 64.

Said Board of County Commissioners has fixed the 8th day of August 2001, at 11:45 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 15th day of August 2001, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the
Board of County Commissioners, Belmont County, Ohio
Darlene Pempek /s/
Darlene Pempek, Clerk

ADV. TIMES LEADER 2 Thursdays, July 26 and August 2, 2001

IN THE MATTER OF MEMORANDUM OF UNDERSTANDING
BETWEEN BCDJFS AND OHIO STATE UNIVERSITY EXTENSION

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following Memorandum of Understanding with Ohio State University Extension for the BCDJFS Divorce and Blended Family Program.

BELMONT COUNTY DEPARTMENT OF HUMAN SERVICES
AND
OHIO STATE UNIVERSITY EXTENSION

This memorandum of understanding is made and entered into as of June 13, 2001 by and between Ohio State University Extension, (hereafter referred to as the Provider) and the Belmont County Department of Jobs and Family Services (hereafter referred to as the County), in cooperation with Belmont County Commissioners, for the purpose of establishing the terms and conditions by which the Provider will provide the Divorce and Blended Family Program for eligible individuals.

Therefore, it is mutually understood and agreed as follows:

1. This memorandum of understanding is for the period of July 1, 2001 through June 30, 2002 with an expenditure ceiling of \$34,945.60. Refer to Exhibit 1 for budget.
2. Either party may terminate this memorandum of understanding by giving thirty (30) days written notice to the other agency involved. The provider will be entitled to reimbursement of any expenses incurred prior to the date of termination.
3. The County, in cooperation with the Belmont County Commissioners, agrees to reimburse the Provider of the Divorce and Blended Family Program in accordance with the following: The Provider will submit a monthly billing to the County for the duration of the grant. The County will review billings for completeness and accuracy before making payment. Accurate and complete billings are payable within thirty (30) days of receipt or as soon as The County Auditor processes payment.
4. This project is subject to available Federal and State funds.
5. Upon reasonable notice, the Federal, State, County Agencies, the Controller General of the United States, or any other duly authorized representatives will have access to any books, documents, papers and records which are in any way pertinent to this memorandum of understanding for the purpose of making audit explanations, excerpts, and transcriptions. The Provider will maintain all required records for three (3) years after the County makes final payment and all pending matters are closed. The Provider will share evaluation, data summary reports, and end-of-year reporting with the County annually or as requested.
6. The memorandum of understanding may be amended by means of written instrument executed by all parties, hereto. (See amendment 1)
7. Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency in ensuring its employees and those of any subcontracted entities meet their child support obligation under state law.
8. To the extent permitted by Ohio Public Records law, the provider agrees that information concerning applicants for, or recipients of services, is strictly confidential and shall be used for the purposes directly connected with and in support of The Divorce and Blended Family Program. The Provider acknowledges and understands that disclosure of this information for any purpose is prohibited under penalty of law.
9. The Provider and the County agree that as a condition of this memorandum of understanding, there shall be no discrimination against any client or employee because of race, color, sex, religion, national origin, handicap, or any other fact as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate Federal and State Laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this memorandum of understanding. Any Provider found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this memorandum of understanding.
10. To the extent permitted by Ohio law, including but not limited to Ohio Revised Code, Chapters 2743 and 3345.40, the Provider does hereby agree to be responsible for any and all liability resulting solely from the negligence or intentional acts or omissions of the Provider and its employees and agents, while they are acting within the scope of their employment or agency, in providing the services outlined in this Memorandum of Understanding.
11. This project will provide the following services: The Adjusting to Family Change program will target Belmont County fourth grade students providing in school and after school trainings. Court mandated divorce education classes will be available to all divorcing families in Belmont County.
12. This project will employ the equivalent of 1 Full Time program assistant and 1 part time 25% secretary/bookkeeper. The provider will assume full responsibility for the hiring process, training, workload, program & scheduling management, as well as supervision of the Divorce and Blended Family Program. The Provider will house the program assistant and secretary at OSU Extension's Belmont County Office with local program and supervision and operating support coming from Extension's Family and Consumers Sciences Agent and Extension's 4-H and Youth Development Agent, together with Extension's Belmont County Chairperson.
13. Through provisions made possible in this partnership, the Provider agrees to continue services which include: divorce education classes for divorcing adults with children and coping skill classes for school age children.

14. If Provider makes purchases exceeding fifteen thousand (\$15,000.00) dollars, Ohio Department of Jobs and Family Services (ODJFS) procurement procedures must be followed. Provider agrees to not make purchases exceeding \$15,000.00

The parties hereto agree to review the provisions of this contract prior to the end of its terms with the view of ascertaining whether or not an extension or a revision is necessary or advisable to provide further services.

Eligibility

A. To be eligible for services under this contract, the Assistance Group (herein referred to as AG) must include a minor child or a women who is pregnant. For purposes of the PRC program, a minor child is defined as someone under the age of twenty (20) who is still enrolled in a secondary school.

B. A person must be a resident of the State of Ohio and Belmont County to be eligible for services under this contract.

C. The AG must meet the eligibility requirements detailed in Belmont County’s PRC Plan. The AG must be composed of TANF eligible individuals/families who are at or below 200% of the federal poverty standard. The Provider is responsible for determining eligibility and the Provider is also responsible for any audit finding.

D. Those applying for and receiving services under this contract are to be afforded the right to the State hearing process.

E. Those not meeting the above criteria will be charged according to a sliding fee scale as determined by OSU Extension, Belmont County.

Divorce and Blended Family Budget
July 1, 2001 to June 30, 2002

Salary and Benefits for 1-100% FTE Instructor	\$22,204.60
Salary and Benefits for 1-25% FTE Support	\$ 6,541.00
Goods and Services	\$ 5,000.00
Travel	\$ 1,200.00
Total	\$34,945.60

OHIO STATE UNIVERSITY EXTENSION:

By: Anita L. Pulay /S/ 7/16/01
Anita L. Pulay, Extension Agent, FCS Date
Belmont County, Ohio

By: Stephen D. Shumaker /S/ 7/16/01
Stephen D. Shumaker, Officer Chair Date
Belmont County, Ohio

By: _____
Keith L. Smith, Director Date
Ohio State University Extension

By: _____
Janet G. Ashe Date
Vice President for Business & Finance
The Ohio State University

Belmont County Department of Human Services

by Dwayne D. Pielech /S/ 7-18-01
Dwayne D. Pielech Date
Director

Board of County Commissioners

by Ryan E. Olexo /s/ July 20, 2001

by Charles R. Probst, Jr. /S July 20, 2001

by Mark A. Thomas /s/ July 20, 2001

Approved as to form:
BELMONT COUNTY PROSECUTOR
Robert Quirk /S/ 7/15/01

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

IN THE MATTER OF ENTERING
INTO MEMORANDUM OF UNDERSTANDING
WITH OHIO REHABILITATION SERVICES FOR THE
BELMONT-JEFFERSON ONE-STOP DELIVERY SYSTEM/BCDJFS/WIA

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following Memorandum of Understanding between the Belmont County Department of Job and Family Services and the Ohio Rehabilitation Services effective July 1, 2001 and will remain in effect through the duration of the Workforce Investment Act.

BELMONT - JEFFERSON ONE-STOP DELIVERY SYSTEM

"Memorandum of Understanding"

I Purpose of the Memorandum of Understanding and the One-Stop Delivery System

This Memorandum of Understanding as required under the Workforce Investment Act of 1998 brings together mandated programs and providers to create and operate a One-Stop Delivery System that coordinates and integrates activities and information as a whole and is coherent and accessible for individuals and businesses alike. The system must unify multiple training, education and employment programs into a single, customer-friendly system in each community. The underlying notion of the One-Stop Delivery System is the coordination of programs, services and governance structures so individuals have access to a seamless system of workforce investment services that will enhance their long-term employability, and employers have access to employment and training services that will meet their workforce and business needs.

II Background of the Ohio Option

The State of Ohio offered an alternative framework to implement workforce development activities under the Workforce Investment Act called the Ohio Option. This option allowed a county or counties to develop its own One-Stop Delivery System to meet its local needs. Under the Ohio Option, Belmont County and Jefferson County formed a consortium and agreed to work together as a workforce area.

The Belmont County Commissioners designated the Belmont County Department of Job and Family Services as the Workforce Development Agency and Fiscal agent for Belmont County. The Jefferson County Commissioners designated the Jefferson County Department of Job and Family Services as the Workforce Development Agency and Fiscal Agent for Jefferson County.

III Parties to this Memorandum of Understanding(MOU)

This Memorandum of Understanding(MOU) is entered into by and among the Belmont County Commissioners and the Jefferson County Commissioners, the Belmont - Jefferson Workforce Policy Board, and the Ohio Rehabilitation Services Commission, hereinafter known as the partner agency, located at 51461 Jennifer Ln, Suite 100, St. Clairsville, OH 43950 & 500 Market Street, Ste 310 Steubenville, Oh. This Memorandum of Understanding is effective July 1, 2001, and it will remain in effect through the duration of the Workforce Investment Act of 1998.

IV Responsibilities of the Belmont County and Jefferson County Commissioners

- Convene the One-Stop partners to plan, design and implement the local One-Stop Delivery System in coordination with the Workforce Policy Board.
- Ensure the One-Stop Delivery System is created and functions according to plan.
- Governance of the Workforce Development Area through the Workforce Policy Board.

V Responsibilities of the Belmont - Jefferson Workforce Policy Board

- Governance of the Workforce Development Area.
- Ensure the One-Stop Delivery System is created and functions according to plan.
- Bring together business, education and labor leaders to assess the workforce needs of employers and the employment and training needs of job seekers.
- Collaborate with the Local Elected Officials to oversee the One-Stop Delivery System.

VI Responsibilities of the Partner Agency

- Provide at the comprehensive physical center the core services that are applicable to its program and authorized and provided under its program.
- Provide access to other activities and programs carried out under its authorizing law.
- Use a portion of funds available to its program or other resources to create and maintain the One-Stop Delivery System and to provide core services.
- Participate in the operation of the One-Stop Delivery System.

VII Termination and Modification of the Memorandum of Understanding

This Memorandum of Understanding may be terminated by any of the parties. The terminating party must notify the other party of its non-participation by certificate of mailing. The termination date of the Memorandum of Understanding will be 90 days from the certificate of mailing date.

This Memorandum of Understanding may be modified by written agreement between the

partner agency and the Workforce Policy Board. The Workforce Policy Board must notify in writing all other One-Stop Delivery System partners of the modification.

VIII Partners in the One-Stop Delivery System

The Belmont - Jefferson One-Stop Delivery System is designed to meet the purpose of the Workforce Investment Act stated in "Section I" through the partnering, cooperation and planning of the following entities and the agencies that represent the mandated Workforce Investment Act partners:

- Chief Elected Local Officials:
Belmont - Belmont County Commissioners
Jefferson - Jefferson County Commissioners
- Workforce Policy Board: Belmont-Jefferson Workforce Policy Board
- Title I programs serving adults, youth and dislocated workers:
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Community Action Council, Inc.
- Title I programs serving Job Corps: Not Applicable
- Title I programs serving Native Americans: Not Applicable
- Title I programs serving migrant and seasonal farm workers: Not Applicable
- Title I programs serving Veterans' Workforce programs:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Programs authorized under the Wagner-Peyser Act:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Adult Education and Literacy under Title III of WIA:
Belmont - Mid-East Ohio Vocational School District
Jefferson - Edison Local School District and Steubenville City Schools
- Programs authorized under Title I of the Rehabilitation Act:
Belmont - Ohio Rehabilitation Services Commission
Jefferson - Ohio Rehabilitation Services commission
- Welfare-to-Work programs authorized under the Social Security Act:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Senior community service employment activities authorized under title V of the Older Americans Act:
Belmont - Senior Community Service Employment Program
Jefferson - Senior Community Service Employment program
- Postsecondary education activities under the Carl D. Perkins Act:
Belmont - Belmont Technical College
Jefferson - Jefferson Community College
- Vocational and Applied Technology Education Act:
Belmont - Belmont Career Center
Jefferson - Jefferson Joint Vocational School
- Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under the Trade Act of 1974:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Activities authorized under chapter 41 of title 38, U.S.C.(local veterans' employment representatives and disabled veterans outreach programs:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Employment and Training Activities carried out under the Community Services Block Grant:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Employment and training activities carried out by the Department of Housing and Urban Development: Not Applicable
- Programs authorized State unemployment compensation laws:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Ohio Works First/TANF
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Department of Job and Family Services
- Other partners:
Belmont - Ohio University-Eastern
Belmont - Belmont Metropolitan Housing Authority
Jefferson - Jefferson Behavioral Health
Jefferson - Brooke, Hancock, Jefferson Metropolitan Planning Commission
Jefferson - Goodwill Industries
Jefferson - Manpower

IX One-Stop Delivery System Design

The One-Stop Delivery System for the local area will unite Belmont County and Jefferson County to provide employment, training and other services to customers (individuals and businesses) of both counties.

For Belmont County, the short-term plan will provide a physical, comprehensive One-Stop Center located at the Belmont County Department of Job and Family Services building in Martins Ferry, Ohio or other designated facility. Long-term plans call for securing a larger facility that will better meet One-Stop Delivery System and One-Stop Center requirements mandated under the Workforce Investment Act. A satellite center may be

established at the Belmont County Department of Job and Family Services Oak View building.

For Jefferson County, the location of the physical, comprehensive One-Stop Center will be determined at a later date.

In the short-term, services and activities provided in the Belmont-Jefferson One-Stop Delivery System will be provided and coordinated by the following paper system. Long-term plans include the implementation of a computer/electronic system to provide these components.

A. Customer Flow

- **Registration**

Customers who utilize the One-Stop Delivery System will be registered on a common registration form.

- **Referral**

Customers will be referred among partners for services using a common referral form.

- **Tracking**

The registration and referral forms will be used to track the flow of customers in the One-Stop Delivery System.

- **Reporting**

The registration and referral forms will be used to generate reports on the number of customers using the system, services used, demographics and other areas.

- **Customer Satisfaction Surveys**

Customer satisfaction surveys will be used to measure the satisfaction of customers who use the system and to obtain information for improvement to the system. The surveys will be included in the reporting.

b) Services: Core and Access to and Information on Other Partner Services

As mandated by the Workforce Investment Act, partner agencies must provide at the comprehensive physical One-Stop Center the core services that are applicable to their program and authorized and provided under their program. These core services are:

- Determination of eligibility to receive assistance under subtitle B of title I of WIA.
- Outreach, intake and orientation to the information and other services available through the One-Stop Delivery System.
- Initial assessment of skill levels, aptitudes, abilities and supportive service needs.
- Job search and placement assistance, and where appropriate, career counseling.
- Provision of employment statistics information including the provision of accurate information relating to local, regional and national labor market areas such as job vacancy listings in such labor market areas, information on the skills necessary to obtain the listed jobs, and information relating to local occupations in demand and the earnings and skills requirements for such occupations.
- Provision of program performance information and program cost information on eligible providers of training services described in WIA section 122, eligible providers of youth activities described in WIA section 123, providers of adult education described in title II, providers of postsecondary education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act, and providers of vocational rehabilitation program activities described in title I of the Rehabilitation Act of 1973.
- Provision of information on how the local area is performing on the local performance measures and any additional performance information with respect to the One-Stop Delivery System in the local area.
- Provision of information relating to the availability of supportive services, including at a minimum child care and transportation, available in the local area and referral to such services as appropriate.
- Provision of information regarding filing claims for unemployment compensation.
- Assistance in establishing eligibility for Welfare to Work activities authorized under the Social Security Act and programs of financial aid assistance for training and education programs not funded under this Act.
- Follow-up services for participants in workforce investment activities authorized under subtitle (B) of title I of WIA who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

The applicable core services will be made available through technology at the center, by co-location of staff, cross-training or by other means. Attachment "A" identifies the core services that will be provided by the partner.

Partner agencies must provide access to other activities and programs carried out under their authorizing law, and intensive services and training services as defined by the Workforce Investment Act will be available and accessible through the One-Stop Delivery System. Intensive services may include comprehensive or special assessments of skill levels and service needs, development of an individual employment plan, group counseling, individual counseling, career planning, case management and short-term prevocational services. Information on training services will include the names of training providers. Individual Training Accounts and related areas.

The partners' other services will be made available through the referral process established in the One-Stop Delivery System. Attachment "B" identifies these activities and programs provided by the partner.

- c) **Cost Sharing, Operation and Maintenance of the System**
Partners must use a portion of funds available to their program or other resources such as in-kind services to create and maintain the system and to provide core services. The provision of and financing of the applicable core services and operation of the system is to be proportionate to the use of the center by the individuals attributable to the partner's program "proportionate responsibility". Attachment "C" identifies the cost sharing responsibilities of the partner specific to this agreement.
- d) **Marketing and Promotion of the System**
Marketing and promotion of the One-Stop Delivery to individuals, businesses and communities will be conducted by all parties to this Memorandum of Understanding.

X General Provisions

The parties to this Memorandum of Understanding agree to:

- 1) Comply with the Americans with Disabilities Act and ensure the programs and services provided in the One-Stop Delivery system will be accessible by individuals with disabilities.
- 2) Participate in and provide training and cross training as deemed appropriate to ensure all partners are familiar with all services and programs contained in the One-Stop Delivery System.
- 3) Participate in One-Stop Delivery System meetings and actively contribute to the quality and enhancement of the One-Stop Delivery System.
- 4) Resolve disputes through the following process. When consensus among the partners can't be reached and One-Stop functioning is impaired, parties to the dispute, within 15 days of the dispute, will meet with the chairperson of the Workforce Policy Board or meet with the Executive Committee of the Workforce Policy Board to evaluate and try to resolve the dispute. The chairperson or Executive Committee may consult with other One-Stop partners regarding the dispute. After mediation with the parties to the dispute, the chairperson or Executive Committee will make a decision on the dispute within 30 days of the initial meeting and notify all parties involved of the decision. If the parties to the dispute are not satisfied with the decision, they may request assistance from the Ohio Department of Job and Family Services in resolving the dispute. Dispute resolution will be in accordance with all applicable State and Federal laws and regulations.
- 5) Work together to resolve any audit or monitoring findings relating to the development and operation of the One-Stop Delivery System.
- 6) Follow the confidentiality requirements of each partner's program and the One-Stop Delivery System while sharing customer information and providing services to customers.
- 7) Based on available resources of the partner agency, assign staff to support the operation of the One-Stop Delivery System's physical centers.
- 8) Each partner agency must maintain operational control and responsibility of its staff assigned to the One-Stop Delivery System's physical centers.
- 9) Each partner agency must assume liability for its actions and the actions of its agents and hold harmless all other parties to this Memorandum of Understanding from any and all claims.
- 10) Cooperate with and utilize networking systems developed to connect partners in delivering services to customers in the One-Stop Delivery System.
- 11) Abide by EEO requirements in providing services to customers in the One-Stop Delivery System.
- 12) Create or maintain a drug-free workplace environment in the One-Stop Delivery System.
- 13) Abide by all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants/customers, and maintenance of records.
- 14) Give preference to veterans in serving them in the One-Stop Delivery System.
- 15) Follow the laws of the State of Ohio, State WIA enabling legislation, and the Workforce Investment Act of 1998 which govern this Memorandum of Understanding.
- 16) Not allow a partner to be a member of the local Workforce Policy Board that refuses to sign this Memorandum of Understanding.

**XI Signatures
Belmont County Commissioners**

I have read and agree to the provisions of this Memorandum of Understanding

<u>Ryan E. Olexo</u>	<u>/S/</u>	<u>July 20, 2001</u>
Commissioner's Signature		Date
<u>Charles R. Probst, Jr.</u>	<u>/S/</u>	<u>July 20, 2001</u>
Commissioner's Signature		Date

Mark A. Thomas /S/ July 20, 2001
Commissioner's Signature Date

Jefferson County Commissioners
I have read and agree to the provisions of this Memorandum of Understanding.

Commissioner's Signature	Date
Commissioner's Signature	Date
Commissioner's Signature	Date

Belmont - Jefferson Workforce Policy Board
I have read and agree to the provisions of this Memorandum of Understanding

Authorized Representative's Signature	Date
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Partner Agency
I have read and agree to the provisions of this Memorandum of Understanding.
Rehabilitation Services Commission

Partner Agency	
Ginger L. Howard /S/	July 6, 2001
Authorized Representative's Signature	Date

XII Prosecuting Attorney Review and Approval
I have read and approve this Memorandum of Understanding.
Frank Pierce /S/ 7/17/01
Belmont County Prosecuting Attorney's Signature Date

Jefferson County Prosecuting Attorney's Signature	Date
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Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH
CLERK DARLENE PEMPEK AT 9:50 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter executive session with Clerk Darlene Pempek at 9:50 A.M. to discuss compensation of a public employee upon adoption of the following:

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G) (1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider the compensation of a public employee; and

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider the compensation of a public employee; and

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION WITH
CLERK DARLENE PEMPEK AT 10:15 A.M.**

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn executive session with Clerk Darlene Pempek at 10:15 A.M. to discuss compensation of a public employee.
Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

- NO ACTION TAKEN

**IN THE MATTER OF APPROVING
EXPENDITURE FOR PURCHASE OF
BUILDING/COMMITTEE ON AGING**

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the expenditure by the Belmont County Committee on Aging for the purchase of the former "Mediterranean Restaurant" building in the amount of \$185,000.00. No General fund monies will be involved in the purchase. This purchase of property is an allowable expenditure as per the declaratory judgment rendered by the Belmont County Common Pleas Court.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Olexo	Yes
Mr. Probst	NO

UNDER DISCUSSION

Commissioner Probst stated, "I feel the seniors within the county could be better served with a more centralized location of a building. I don't see how this benefits the seniors. "Please understand I am not against purchasing or building a building, if it is for the kitchen facilities. To spend that kind of money for a building that has been vacant for so long, does not seem feasible to me.

Continuing, Commissioner Probst stated that he would like to see the detailed plans for Mr. Laxton's future expenditures. " I need it up front to make a good, conscious decision."

**IN THE MATTER OF AWARDING
BID FOR LAFFERTY PARK PLAYSYSTEM PROJECT/CDBG**

Motion made by Mr. Olexo, seconded by Mr. Probst to award the bid for the Lafferty Playsystem Project, a Community Development Block Grant Project to David Williams and Associates as follows:

NOTICE OF AWARD
To: David Williams & Associates
P.O. Box 3315
Alliance, OH 44601

PROJECT Description: See Contract

The OWNER has considered the BID submitted by you on July 5, 2001, (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$7,654.00.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20th day of July, 2001.

Belmont County Commissioners
Owner
By: Ryan E. Olexo /s/
Name: Ryan E. Olexo
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this day of _____, 2001.

By:

Name and Title:

cc: CONTRACTOR'S Surety
Surety's Agent

CONTRACT

This AGREEMENT made this 20th day of July, 2001 by and between David Williams and Associates hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Lafferty Playstation Project, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered _____, dated _____, and _____ dated _____ all as prepared by Lafferty Park acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Seven thousand six hundred fifty four and 00/100 (Dollars) subject to additions and deductions as provided in Section 109 hereof.

*see attached

Article 3. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Part I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR
David Williams & Associates

OWNER: Belmont County Commissioners

Signature

Ryan E. Olexo /s/
Signature

Typed/printed name

Ryan E. Olexo
Typed/printed name

Title

President
Title

NOTICE TO PROCEED

To: David Williams & Associates
P.O. Box 3315
Alliance, OH 44601

Project Description: See Contract
You are hereby notified to commence WORK in accordance with the Agreement Dated July 20th, 2001, on or before August 1, 2001, and you are to complete the WORK within 30 consecutive calendar days thereafter. The date of completion of all WORK is therefore September 15, 2001.

Belmont County Commissioners
Owner
By: Ryan E. Olexo /s/
Name: Ryan E. Olexo
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby
acknowledged by _____ on this
_____ day of _____, 2001.

By:
Name:
Title:

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING
Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Olexo	Yes

Read, approved and signed this 25th day of July A.D., 2001.

_____ COUNTY COMMISSIONERS

We, Ryan E. Olexo and Darlene Pempek, 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.

_____ PRESIDENT

_____ CLERK