

St. Clairsville, Ohio

October 29, 2001

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 October October 24, 2001, were read, approved and signed.

EVENING MEETING
VILLAGE OF FLUSHING

IN THE MATTER OF DISCUSSION HELD
RE: OPEN FORUM

Commissioner Olexo called the meeting to order and led those in attendance with the Pledge of Allegiance. Ed Sustersic, Solicitor for the Village of Flushing introduced the Commissioners and staff followed by an introduction of the Village's elected officials who were in attendance.

Commissioner Olexo stated the Board had brought the meeting to the community in an attempt to provide an opportunity for the residents to voice their concerns and ask any questions they may have. Commissioner Probst stated it was a nice turnout and that the Commissioners were there to listen to any questions and concerns the residents may have. Commissioner Thomas informed the Village Administrators that the Board would be willing to attend any of the village's meetings in an effort to assist Flushing in any matter. He continued, "Call and let us know if you have an issue and want a Commissioner to attend, depending on our schedules, one of us will be there."

Commissioner Olexo introduced Cliff Sligar, Director, Belmont County 9-1-1, as well as Don Pickenpaugh, Director of GIS for the County Engineering Department, and opened the floor for comments from the audience to them. Dave Jones, Township Trustee commented that he had worked with both gentlemen in the past, and both were willing to go out of their way to help and are outstanding gentlemen. He continued that he appreciated the workmanship of those devoted county employees.

A resident asked the Commissioners if the Prosecuting Attorney, being an elected official was accountable to the Commissioners. Commissioner Mark Thomas stated that he was not. Commissioner Olexo explained the Board decides the budget annually for the Prosecutor's department, and in that manner, the Prosecuting Attorney is accountable to the Commissioners, other than that, he is not.

Charles Campanizzi asked if the Board would give their individual assessment of the Belmont County Committee on Aging, regarding its efficiency or lack thereof.

Commissioner Thomas stated, " Commissioner Olexo and I were new Commissioners as of the beginning of the year. I didn't have any idea of the agency's efficiency or lack of efficiency. Now, after some allegations by particular citizens, we have been paying more attention as to how it is run and whether or not they adhere to their contract and reviewing the vouchers. There are certain issues have been neglected over the years. To assess my opinion of this agency, I feel it is fairly well run organization in as it relates to providing services to our seniors and senior centers, they do a fine job. The financial part of it, for the most part has been complicated. There was a state audit performed in 1999 that detailed the agency is not properly managing money under Ohio law, but they are slowly coming to a point where that will not be an issue. This board knew they needed to take a closer look at the agency, and we were doing that by looking at the revenues, etc. I feel they do a good job in representing our seniors. A lot of the comments being made are unfounded. We have been in a situation where we have not been too outspoken to date because everyone has a right to their opinion. To say you should vote against the levy because the money is misspent is unfounded. The bottom line for the Board is that the seniors get the services they number one "pay for" and deserve. We are watching the situation closely for any irregularities and we will correct them. I will be voting for the renewal levy."

Commissioner Olexo stated that it is important to note that the renewal levy had to be passed before the board. He continued," We are the only persons that have the authority to put the levy on the ballot and we did so. We understand the need to provide services for seniors. The Board's number one goal is to have the Committee on Aging provide services to the seniors. BCCoA is a service industry, an analogy may be similar to a restaurant. If you receive one bad meal from a restaurant, it does not make it a bad restaurant. The validity of the arguments presented may not be there. We would like to see the seniors served with the utmost efficiency, and to serve as many as possible. That is why we want to create an advisory board, to see how they feel, what they think and what they need. We feel strongly as a Board, the need to show the residents of this county how the levy monies are being spent. That is why we are in the process of hiring a consultant, to establish a way - a tracking method - to show how the funds are being expended."

IN THE MATTER OF DISCUSSION HELD
RE: OPEN FORUM (cont'd)

A resident asked if the commissioners had in writing what the guidelines and criteria are for receiving levy services. She continued, "Every senior should have access to the money. I don't think it's always true. Income should not matter. I don't know if everyone knows what criteria is used in allowing someone levy services." Commissioner Olexo asked this resident to leave her name and address and the Board would send her that information in the mail. He stated, "It is outlined in the contract. This is a complicated agency. Senior Services are not just levy funds, the BCCOA performs Passport, Title III and a lot of different types of funds. The way it is set up gives the seniors of the county the ability to take advantage of different services. It also gives the agency an opportunity to provide services to someone not eligible under federal or state programs. The guidelines and criteria are set up for a reason."

Commissioner Olexo explained the process when a resident calls for senior services - the BCCoA sends someone out to evaluate the situation. He continued that ultimately the Board would like to see all the state and federal money brought into the county as possible. "That's what happens when you get the evaluation, if that person qualifies for state or federal money that's the best source, then levy funds can help serve someone else."

Commissioner Probst stated that rising health care costs and other issues make bringing the services to the residents even more important. "Levy money should be spent wisely and it is up to us to see that they are. There are two sets of guidelines, the BCCoA is one part, and the Commissioners are another. The Board contracts with Mr. Laxton. I have been a Commissioner for three years and realize that the BCCoA provides a valuable service; they do the best they can. A lot of financial questions have risen, which we are researching. But this takes time, we are trying to find out what exactly the levy funds are being spent on. This isn't anything new, back in 1985 there were concerned citizens questioning BCCoA. We are trying to find out some of the answers to the same questions brought up then. The levy generates seven hundred fifty thousand dollars and two other levies generate a combined total of \$1.2-\$1.5 million dollars a year. This is levy only money. Patience is important now. We are digging in to find out how the money is spent. Allegations have been made and we are here to find out the answers. Personally, I am not here to stir the controversy, I too am voting for the levy. I'm confident it will pass. Looking into the BCCoA is so detailed. There is Title III that deals with senior centers, meals and homecare. We were told a year ago that there was a waiting list for meals, today that is turned around and it is going to stay that way. If someone needs a meal, let's get them a meal, a good meal. If BCCoA ever refuses you can call the Commissioners. It is so hard to track the money right now, that is why I proposed a purchase for services contract last week. We could bid out the services, have the bills submitted to the auditors and we would be able to track them. The same with meals." Commissioner Probst reminded the audience that BCCoA also is a private agency which deals with other funding as well. "No one is saying anyone is doing anything corrupt here, we are just researching to see where the money is going. Right now, we don't know who the levy meals go to and we can't get the information from Mr. Laxton. Why can't we have names and addresses of people so we can track them, see if they are receiving the services they need. We need to separate the private business from the levy dollars. We should be able to separate and presently we can't."

A resident asked if the Board would be publicly announcing its support of the renewal levy on the November ballot. Commissioner Olexo stated, "I would like to apologize if anyone ever got the idea that we didn't back the levy renewal. We do endorse the levy, we put our signature on it to put it on the ballot. If there are only three or four votes for the levy, you will know who they came from."

George Kahrig stated he had been a resident in Flushing for over twenty years and his street has never been paved. "It is important to me. I live on Banks Street and have gone through hoops to get the street paved. They recently passed a resolution to pave the street, but it has yet to be done. I am asking for assistance for the residents on that street." The Commissioners asked if anyone present representing the Village would like to address this issue. Carol LaPosta, Mayor for the Village of Flushing, clarified that a resolution was indeed passed and the Village has full intent to pave certain streets with use of the Permissive Sales Tax Funds. She continued "There were three quotes received. The company we chose was the lowest bidder. They are busy. As soon as they free up, Banks and other streets will be paved. They can't guarantee and I can't guarantee when it will be done." Ed Sustersic stated, "We authorized the lowest and best bidder. Weather is a factor. We don't want them to come out and do a quick job. In order to use the Permissive Tax, the Engineer's office has permitted us to state this was a through street. We want this done properly in a timely manner. It will be done, if not now then in Spring. We are obligated by law to follow the correct procedure."

Jerry Millican, President of the Flushing CIC stated that Flushing has a twenty-six acre industrial park ready to go, and invited the Commissioners to utilize it if they could, "We'll build it to suit you." Commissioner Thomas stated, "If you need us to come to help with the economic development of your park, call us. That is what we stated earlier, we are here to help, just contact us."

IN THE MATTER OF DISCUSSION HELD
RE: OPEN FORUM (cont'd)

Joyce Johnen, senior citizen, questioned the proposed hiring of a consultant from the levy money. Commissioner Olexo assured her it would not come from levy money, and that this fee would be paid out of the general fund monies. Joselyn King, Reporter for the Wheeling Intelligencer inquired, "The prospective Director's salary, would it come from the levy funds?" Commissioner Olexo stated the details would have to be worked out. He continued, "Until we know what the problem is and decide a solution, we can not answer that. We're trying to clarify issues." Commissioner Thomas said this would be similar to creating a new county agency. Ms. Johnen questioned the timing of the allegations against the BCCoA with the levy coming up for renewal.

Another resident inquired as to the replacement for Director of Development Don Myers who recently resigned his position. Commissioner Olexo stated that the CIC board is in charge of the search and discovery for a replacement, but the ultimate decision would fall to the Board. He continued, "Wednesday is Don's last day. He has agreed to be a consultant through January, helping with the year-end tally and totals. We hope to find an adequate replacement."

John Drewitt, resident of Shadyside, asked the Board to provide an update on the waterline extension project. Commissioner Thomas took this opportunity to make a motion awarding the bid for the Phase One of the Waterline Extension project. Commissioner Olexo stated that the Board was committed to getting waterlines in the ground this year. He continued, "We let this bid as one contract to keep the price down and so more than one project can be worked on at a time, it is up to the contractor to determine where to start."

A public citizen questioned why the Commissioners did not award this contract to the lowest bidder, to which Commissioner Olexo stated, "The lowest bidder was Stonegate. We have a process, they did not submit the requirements. We chose the second lowest bidder." Commissioner Thomas stated the project was awarded to Seneca Valley on the recommendation of the consulting firm of Hammontree and Associates. Another resident asked how many persons had signed up for county water on these new projects. Commissioner Olexo stated this was done by petition.

Another resident questioned what will happen if the senior levy does not pass. Commissioner Thomas stated that services would be cut. He continued, "We don't know which ones. Simply put, the general fund cannot cover the loss of this money. It is essential to the county and it's residents to get behind the seniors and support the levy. In mid August, we struggled with whether or not to put it on the ballot, due to Mr. Probst questions. There were questions regarding accounting practices, attempting to separate federal and levy or local funds. It is vital that the people of the county support this levy. For someone to say that there is complete corruption in BCCoA is completely unfounded."

Judy Holmes, Clerk for the Village of Flushing, questioned the Commissioners if there would be any refund or monies coming to the Village due to their having to tie into the waterline last year. Commissioner Olexo stated that currently Barnesville and Martins Ferry have agreements in the works. He explained these projects are normally for expansion. He commented that if the Village had a project in mind, they should bring it to the Board. Ms. Holmes asked, "Is there any reason why two years ago we had to get it but we had to pay. Should we have had to pay for it?" Commissioner Olexo stated that occurred during the previous Board's administration. The money being utilized now is from the infrastructure fund. He continued that there was no way they could do all the current projects without this money, and that this money was not previously available."

Another resident questioned a county vehicle and county employee being seen at a local grocery store during normal business working hours. Commissioner Olexo stated that the Department of Job and Family Services has a program through which the employees will take a participant to the grocery, or buy groceries for them.

Ed Sustersic stated, "The seniors here have stayed here. The younger people are leaving. We should honor and recognize the seniors in our communities. I hope you are cognizant of how you've helped the seniors, through CDBG grant we were able to tear down an old building, and we just received a phone call last week donating that property for a senior building." Commissioner Olexo stated it is important to recognize that baby boomers are coming of age. Important not just to the county, but they are who have held the communities together." Someone said, "We are all going to be senior citizens one day."

Someone asked if other counties in the state have consultants or directors pertaining to levy funds and if so has that worked well? Commissioner Olexo stated, yes, to both these two separate issues. He continued that it is the job of the Board to show what services have been rendered to the citizens and the consultant would help to establish this. "It is an effective way to monitor services and evaluate the process as it stands."

**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. Probst 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
Draft-Co, Inc.	GIS Projects-General	\$2,657.00
South Central Power Company	Electrical Serv/Jail-General	3,994.49
Charles R. Probst, Jr., Commissioner	Reimburse mileage-General	82.80
Digital Date Communications	Computer contract service-General	667.50
Fire Protection Service	Refills/Bethesda Satellite Bldg-Gen	28.00
Blaugrund, Herbert, Martin, Inc.	Professional services-General	10,534.32
Belmont County Sanitary Sewer	Service-Dog Kennel	192.50
Erb Electric Co., Inc.	Emergency generator-Eng Bldg Constrct.	20,000.00
Uwanta Linen Supply, Inc.	Supplies-Eastern Ct.-Satellite Bldg.	13.35
Columbia Gas	Service/Eastern Ct-Satellite Bldg.	23.68
American Electric Power	Service/Eastern Ct-Satellite Bldg.	414.85
Hammontree & Assoc.	WWS#3 2000 Waterline ext-San Sewer	6,221.00
Eastern Ohio Regional Wastewater	Sewage disposal-Sanitary Sewer	200.00
Sam's Club	Food service expenses-Sargus Center	221.33
Beth Oprisch	Travel & Training-Sargus Center	350.55
West Group	Sept West Group-Western Computer	257.13
Carol Ann Shutek	Court reporter fee-Western Spec Proj.	75.00
Bel. Co. Committee On Aging	May (2 nd pmt) expenses-In Home Care	66,823.98
Village of Barnesville	Resurfacing projects-License Tax	14,012.65
Health Assurance HMO	November premium-Insurance	55,386.38
Health Assurance PPO	November premium-Insurance	113,221.65
Health Plan	November premium-Insurance	98,194.59

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

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for October 29, 2001 as follow:

FUND	AMOUNT
General	\$8,610.64, \$13,707.12
General/9-1-1	\$648.86, \$2,912.88
General/Martins Ferry Satellite	\$54.28
BCDJFS/PA	\$3,005.93, \$4,047.77, \$700.00
BCDJFS/Children Services	\$9,585.04
Engineer's MVGT	\$12,261.56, \$748.40
Oakview Administration Bldg.	\$744.64
Disaster Services/LEPC	\$280.00
Sargus Center	\$3,644.64
Belmont County Sanitary Sewer Dist.	\$6,832.42, \$401.43, \$58,812.11

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER
OF FUNDS WITHIN THE GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
A401-A11 Other Expenses	A101-A03 Postage	\$500.00

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS BETWEEN THE P05 WWS#3 REV
BELMONT COUNTY SANITARY SEWER AND THE GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Olexo to make the following transfer of funds between the P05 WWS#3 Revenue Fund and the General Fund.

FROM	TO	AMOUNT
A015-A15 Transfer Out	P005-P15 Transfers In	\$119,196.93

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS
WITHIN FUND FOR THE BELMONT COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES/PA FUND**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the following transfers within fund for the BCDJFS/PA H000 Fund.

FROM	TO	AMOUNT
H000-H04 Contracts	H000-H02 Supplies	40,000.00
H000-H04 Contracts	H000-H04 Public Assist	30,000.00
H000-H04 Contracts	H000-H07 Purchase of Serv	125,000.00
H000-H04 Contracts	H000-H09 Facilities	50,000.00
Total		\$245,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF MONTHLY TRANSFER OF
FUNDS FOR BELMONT COUNTY SANITARY SEWER**

Motion made by Mr. Probst, seconded by Mr. Olexo to make the following monthly transfer of funds dated for the month of October, 2001 for the Belmont County Sanitary Sewer Department.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	207.38
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	153.43
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	2,451.96
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	0.00
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	677.76
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	46,120.62
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	30.89
P003-P29 PERS	Y090-Y12 PERS	0.00
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	4,117.71
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	1,038.42
P003-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		54,798.17
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	408.39
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	284.02
P005-P21 MATERIALS	Y090-Y05 MATERIALS	14,105.88
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	675.00
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	25,776.19
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	7,825.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	904.91
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	57.18
P005-P29 PERS	Y090-Y12 PERS	0.00
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	10,610.20
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	299,541.09
P005-P35 MEDICARE	Y090-Y18 MEDICARE	0.00
TOTAL		360,187.86
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	64.97
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	624.01
P051-P05 MATERIALS	Y090-Y05 MATERIALS	766.43
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	.00
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	213.89

P051-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P051-P09	SEWAGE DIS.	Y090-Y08	SEWAGE DIS.	10,886.59
P051-P11	ADV & PRINTING	Y090-Y10	ADV & PRINTING	47.58
P051-P12	TRAVEL & EXP	Y090-Y11	TRAVEL & EXP	13.32
P051-P13	PERS	Y090-Y12	PERS	0.00
P051-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P051-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	2,461.00
P051-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	0.00
P051-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				15,077.79

P053-P02	SUPPLIES	Y090-Y02	SUPPLIES	35.59
P053-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	248.31
P053-P05	MATERIALS	Y090-Y05	MATERIALS	304.82
P053-P06	CONTRACT REP.	Y090-Y06	CONTRACT REPAIRS	375.00
P053-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	3,498.17
P053-P08	CONTRACT PROJ	Y090-Y08	CONTRACT PROJ	0.00
P053-P09	SEWAGE DIS.	Y090-Y09	SEWAGE DIS.	12,515.86
P053-P11	ADVER.&PRINTING	Y090-Y10	ADVER.&PRINTING	18.94
P053-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP	5.30
P053-P13	PERS	Y090-Y12	PERS	0.00
P053-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P053-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	1,873.19
P053-P16	TRANSFERS OUT	Y090-Y17	TRANSFERS OUT	342,000.00
P053-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				360,875.18

P054-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P054-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	64.89
P054-P05	MATERIALS	Y090-Y05	MATERIALS	157.90
P054-P06	CONTRACT REPAIRS	Y090-Y06	CONTRACT REPAIRS	265.00
P054-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	514.80
P054-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	5.54
P054-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	1.55
P054-P13	PERS	Y090-Y12	PERS	0.00
P054-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P054-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	208.06
P054-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1,217.74

P055-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P055-P03	EQUIPMENT	Y090-Y03	EQUIPMENT	90.32
P055-P05	MATERIALS	Y090-Y05	MATERIALS	73.60
P055-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	756.61
P055-P11	ADVER & PRINTING	Y090-Y07	ADVER & PRINTING	7.70
P055-P12	TRAVEL & EXP.	Y090-Y11	TRAVEL & EXP.	2.16
P055-P13	PERS	Y090-Y12	PERS	0.00
P055-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P055-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	289.89
P055-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				1,220.28

P056-P02	SUPPLIES	Y090-Y02	SUPPLIES	0.00
P056-P07	CONTRACT SERV.	Y090-Y07	CONTRACT SERV.	2.98
P056-P09	SEWAGE DISP.	Y190-Y08	SEWAGE DISP.	794.52
P056-P13	PERS	Y090-Y12	PERS	0.00
P056-P14	WORKERS' COMP	Y090-Y13	WORKERS' COMP	0.00
P056-P15	OTHER EXP.	Y090-Y14	OTHER EXP.	112.96
P056-P16	TRANSFERS OUT	Y090-Y14	TRANSFERS OUT	0.00
P056-P35	MEDICARE	Y090-Y18	MEDICARE	0.00
TOTAL				910.46

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 October 24, 2001.

GENERAL FUND	
A109-C09 Other Expenses/Veteran Services	\$1,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Olexo, seconded by Mr. Thomas 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 October 24, 2001.

GENERAL FUND
A015-A14 Attorney Fees \$5,000.00

Upon roll call the vote was as follows:
 Mr. Olexo Yes
 Mr. Thomas Yes
 Mr. Probst Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE S-49
MENTAL HEALTH AND RECOVERY BOARD FUND**

Motion made by Mr. Probst, seconded by Mr. Olexo 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 October 24, 2001.

S-49 MENTAL HEALTH AND RECOVERY BOARD
S049-S54 Contract Services \$1,110,000.00
S049-s63 Other 20,000.00

Upon roll call the vote was as follows:
 Mr. Olexo Yes
 Mr. Thomas Yes
 Mr. Probst Yes

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

Motion made by Mr. Olexo, seconded by Mr. Probst requesting the following monies be certified as follows:

October 29, 2001

Budget Commission
Belmont County Courthouse
St. Clairsville, OH 43950

BELMONT COUNTY DOG AND KENNEL FUND
\$42,500.00 October 29, 2001 paid into B000-B07-additional funding necessary for operation of the Belmont County Animal Shelter. TOTAL REQUEST: \$15,000.00

CDBG FUND
\$87,008.00 paid into T011-T01 on October 29, 2001, Grant #F-00-007-1

GENERAL FUND
\$14,871.50 paid into A017-B00 on October 29, 2001-County Auction receipts

GENERAL FUND
Basic Probation Fees-\$13,779.18 paid into A113-C00, January 2001 through September 30, 2001

P05 WWS #3 REVENUE FUND
\$119,196.93 transferred in from the General Fund on October 29, 2001-Insurance reimbursement

Thank you for your consideration.

Very truly yours,
Belmont County Commissioners

Upon roll call the vote was as follows:
 Mr. Olexo Yes
 Mr. Probst Yes
 Mr. Thomas Yes

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL/ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to granting permission for the County Engineer Fred Bennett and the following employees of the Engineer's Department to travel to Columbus, Ohio on December 9-12, 2001 to attend the 2001 CCAO/CEAO Annual Winter Conference. Estimated expenses are \$650.00 each.
John DeBonis, Michael Wahl, Don Pickenpaugh and Shereza O'Hara.

Upon roll call the vote was as follows:
 Mr. Olexo Yes
 Mr. Probst Yes

IN THE MATTER OF ENTERING INTO
AGREEMENT WITH SENECA VALLEY, INC.
FOR WATERLINE EXTENSION/PULTNEY, MEAD AND
GOSHEN TOWNSHIPS/SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Olexo to enter into the following contract with Seneca Valley, Inc. for the Belmont County Sanitary Sewer District's County Road 4, Township Road 716, Township Road 299 in Pultney Township and Mead Township, State Route 147 and Goshen Township Road 210 waterline extension project.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the **26th day of October in the year 2001**, by and between the **Belmont County Commission** (hereinafter called OWNER) and **Seneca Valley, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows:

Waterline Extensions

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows::

Belmont County Sanitary Sewer District
County Road 4, Township Road 716, Township Road 299 in Pultney Township and Mead
Township
State Route 147 and Goshen Township Road 210

ARTICLE 3 - ENGINEER

3.01 The project has been designed by

HAMMONTREE & ASSOCIATES, LIMITED
5233 STONEHAM ROAD
NORTH CANTON, OHIO 44720
330-499-8817

who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIME.

4.01. *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for the final payment in accordance with paragraph 14.07 of the General Conditions within **180 calendar** days after the date when the Contract Times commence to run.

4.02 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal arbitration proceeding the

actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **one thousand dollars \$1,000** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **one thousand dollars \$1,000** for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE.

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work other than Unit Price Work, a Lump Sum of:

Four-hundred ninety-five thousand four-hundred eighty-eight dollars and fifty cents (\$495,488.50)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments: Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 14.01 of the General Conditions:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

a) Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of the materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

b) Upon 50% Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 96% of the Contract price, less such amounts as ENGINEER shall determine in accordance with 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequenced, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:
1. This Agreement (pages 00500-1 to 00500-7, inclusive);
 2. Performance Bond;
 3. Payment Bond;
 4. Bid Guaranty Bond;
 5. General Conditions (pages 00700-1 to 00700-37 inclusive);
 6. Supplementary Conditions;
 7. Specifications as listed in the table of contents of the Project Manual;
 8. Drawings consisting of a cover sheet and sheets numbered 17E through 17J, inclusive, with each sheet bearing the following general title: Proposed Waterline Extension;
 9. Addenda (numbers 1 to 2, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award;
 - b. Notice to Proceed;
 - c. CONTRACTOR's Bid (pages 00300-1 to 00300-8, inclusive);
 - d. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order (s).

- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10..03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on October 29 , 2001 (which is the Effective Date of the Agreement).

OWNER:
Ryan E. Olexo /s/
By Ryan E. Olexo, President
[Corporate Seal]

CONTRACTOR:

By _____
[Corporate Seal]

Attest Darlene Pempek /s/

Attest _____

Address for giving notice

Address for giving notice

101 West Main Street

Belmont County Courthouse

St. Clairsville, OH 43950

(If OWNER is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.) License No. _____ (Where applicable)
Agent for service of process: _____

If CONTRACTOR is a corporation or a partner-Ship, attach evidence of authority to sign.)

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Facsimile: _____

NOTICE OF AWARD

Dated October 26, 2001

TO: SENECA VALLEY
ADDRESS: 48035 TOWNSHIP ROAD 108, CALDWELL, OHIO 43724
CONTRACT: BELMONT COUNTY WATERLINE EXTENSIONS
Project: COUNTY ROAD 4/TWP-716/TWP-299 AND STATE ROUTE 147/TWP-210
OWNER'S Contract No. 1

You are hereby notified that your Bid dated OCTOBER 17, 2001 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for BELMONT COUNTY WATERLINE EXTENSIONS FOR COUNTY ROAD 4/TWP-716/TWP-299 AND STATE ROUTE 147/TWP-210

The Contract Price of your Contract is FOUR-HUNDRED NINETY-FIVE THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY CENTS Dollars (\$495,488.50).

Two (2) copies of each of the proposed Contract Documents (except drawings accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by NOVEMBER 12, 2001.

1. Deliver to the OWNER one (1) fully executed counterparts of the Contract Documents. [each of the Contract Documents must bear your signature].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders (Article 20), and General Conditions paragraph 5.01.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within ten days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

BELMONT COUNTY COMMISSIONERS

By: Ryan E. Olexo /s/
(Authorized signature)
Ryan E. Olexo, President
(Title)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
MINUTES OF COMMISSIONERS' MEETINGS**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve and sign the minute of the regular Board of Commissioners' meetings of October 12, 2001, October 17, 2001 and October 19, 2001.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING
EQUIPMENT UPDATE/UPGRADE FOR
SPECIAL OPERATIONS BRANCH/SHERIFF'S**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the request for equipment upgrades for the Sheriff's Department Special Operations Branch in the amount of \$9,680.00 based upon the recommendation of Sgt. Dave Lucas.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF APPROVING
O.P.W.C. REQUEST FOR DISBURSEMENT
FOR RESURFACING LOCAL ROADS PROJECT #15, CRM14/
ENGINEER'S**

Motion made by Mr. Olexo, seconded by Mr. Probst to approve the signing and submittal of the O.P.W.C. Request for Disbursement of funds to BBR Drilling, Belmont, Ohio, Request #1 in the amount of \$29,180.00 for Resurfacing Local Roads-Project #15, CRM14, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF EASEMENT AND RIGHT OF WAY
AGREEMENT WITH OHIO POWER COMPANY
/FOX COMMERCE INDUSTRIAL PARK

Motion made by Mr. Olexo, seconded by Mr. Probst to accept the following easement and Right of Way agreement with Ohio Power Company for the Fox Commerce Industrial Park project:

Easement & Right of Way

COUNTY OF BELMONT, OHIO, An Ohio Political Subdivision, whose mailing address is 101 West Main Street, St. Clairsville, OH 43950, "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company, an Ohio corporation, 700 Morristown Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a right of way and easement, "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in Richland Township, Belmont County, Ohio, and being part of Section No(s) 32 Township No(s). 7N and Range No(s) 4W in Deed/Official Volume 752, Page 356 of County Parcel #
Drawing attached hereto and made a part of.

The Easement grants all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgement endangers or will endanger the safety of, interface with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation deeper than eighteen (18) inches, except for other utilities, provided such utilities rights do not conflict with the Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 29th day of October, 2001.

Signed and Acknowledged in the Presence of:

Darlene Pempek /S/
Print Name: Darlene Pempek (witness)

Mae Whiteley /s/
Print Name: Mae Whiteley

COUNTY OF BELMONT, OHIO
Ryan E. Olexo /S/
Print Name: Ryan E. Olexo (Commissioner)

Mark A. Thomas /S/
Print Name: Mark A. Thomas (Commissioner)

Ohio Power
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

Customer Name: Belmont County Commissioners
Service Address, Town & Zip: Fox Industrial Park, Saint Clairsville, Ohio 43950
Mailing Address, Town & Zip: 101 West Main Street, Saint Clairsville, Ohio 43950
Agreement No. 074656189,01-89 Work Order No. 002-7056
Date: 10/19/2001

The Customer has requested extended or expanded electric distribution facilities as follows: customer requested 277/480 volt 3 phase underground service to new pump house, at Fox Industrial Park, Saint Clairsville, OH 43950

Ohio Power (hereinafter referred to as "Company") agrees to build new 3 phase line with transformers to customer site, install underground service and metering.

Customer agrees to pay costs, give required right-of-way, open and close trench, install 4 inch PVC pipe in trench with pull rope, have disconnection means at building with state electrical inspection.

The customer agrees to pay to Ohio Power an up-front Contribution-In-Aid-Of-Construction of \$15,310.03 for the construction of the above Company facilities in accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio.

All facilities installed by the Company will be and remain the property of the Company.

It is understood and agreed that, if Customer's request for extended or expanded distribution electric facilities is altered after the acceptance date, this Agreement is null and void.

It is understood and agreed that the amount of the Contribution-In-Aid-Of-Construction is based in part upon the anticipated service commencement date of 11/09/2001. In the event that the customer requests a delay or is otherwise unable to take service on 11/09/2001, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction to reflect any such delay.

This Agreement is void if not accepted on or before 11/15/2001.

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer: Belmont County Commissioners	Company: Ohio Power
By: Ryan E. Olexo	By: James Sayre
Signature: Ryan E. Olexo /s/	Signature: James Huggins /s/
Title: Commission President	Title: Customer Service Field Rep.
Date: October 29, 2001	Date:

Ohio Power
Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

Customer Name: Belmont County Commissioners
Service Address, Town & Zip: 42544 National Road, Oakview Nursing Home, St. Clairsville, OH 43950
Mailing Address, Town & Zip: 101 West Main Street, Saint Clairsville, Ohio 43950
Agreement No. 071327608 Work Order No. 002-4741
Date: 7/13/2001

The Customer has requested extended or expanded electric distribution facilities as follows: replace 3-15KVA transformers with 3-25KVA transformers and associated hardware, retap secondaries, at 42544 National Road, Oakview Nursing Home, St. Clairsville, OH 43950

Ohio Power (hereinafter referred to as "Company") agrees to replace transformers and associated hardware, pull meter.

Customer agrees to pay agreed cost, sign agreement, get state inspection, set up time for transfer within a minimum of 5 working days notice.

The customer agrees to pay to Ohio Power an up-front Contribution-In-Aid-Of-Construction of \$2,550.00 for the construction of the above Company facilities in accordance with the Company's terms and conditions as filed with the Public Utilities Commission of Ohio.

All facilities installed by the Company will be and remain the property of the Company.

It is understood and agreed that, if Customer's request for extended or expanded distribution electric facilities is altered after the acceptance date, this Agreement is null and void.

It is understood and agreed that the amount of the Contribution-In-Aid-Of-Construction is based in part upon the anticipated service commencement date of 8/31/2001. In the event that the customer requests a delay or is otherwise unable to take service on 8/31/2001, the Company reserves the right to adjust the amount of the Contribution-In-Aid-Of-Construction to reflect any such delay.

This Agreement is void if not accepted on or before 8/31/2001.

By signing and returning this Agreement, Customer agrees to accept the above described terms and conditions.

Customer: Belmont County Commissioners	Company: Ohio Power
By: Ryan E. Olexo	By: James Sayre
Signature: Ryan E. Olexo /s/	Signature: James Huggins /s/
Title: Commission President	Title: Customer Service Field Rep.
Date: October 29, 2001	Date:

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPROVING
QUARTERLY FINANCIAL REPORT FORMS FOR
DOMESTIC VIOLENCE INVESTIGATION PROJECT GRANT/SHERIFF'S**

Motion made by Mr. Probst, seconded by Mr. Olexo to approve the sign and submit the Quarterly Financial Report Forms for the Domestic Violence Investigation Project, Subgrant NO. 1999-WF-VA1-8432 for the Sheriff's Department as follows:

Report Period Ending 6/30/01	Quarterly payment request: \$0
Report Period Ending 9/30/01	Quarterly payment request: \$0
Balance \$1,875.00	Balance \$1,875.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Olexo	Yes

**IN THE MATTER OF ENTERING
INTO CONTRACT FOR REHABILITATION SPECIALIST
SERVICES/CHIP**

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following contract for administrative services between the Belmont County Commissioners and Rick Jarrett of First Home Inspections to provide housing inspection services under the County's Community Housing Improvement Program (CHIP).

CONTRACT FOR REHABILITATION SPECIALISTS SERVICES

THIS AGREEMENT, made this 29th day of October, 2001, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and First Home Inspections, Inc., with its principal office at 67015 Stein Road, Belmont, Ohio.

WHEREAS, the COUNTY has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional Rehabilitation Specialist services for said PROJECTS; and,

WHEREAS, First Home Inspections, Inc. does desire to provide Rehabilitation Specialist services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and First Home Inspections, Inc. do hereby agree as follows:

I.

Purpose

The COUNTY hereby engages and retains First Home Inspections, Inc. to perform Rehabilitation Specialist services as listed in the Scope of Services below on the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the COUNTY for said PROJECTS.

II.

Scope of Services

First Home Inspections, Inc. agrees to perform the following Rehabilitation Specialist services and duties:

1. To provide professional home inspection services for all housing units receiving CHIP assistance on said PROJECT.
2. To perform initial inspection of homes identified by CHIP Program Administrator and provide a detailed Work Write-up with cost estimates for repairs listed within two (2) weeks of receiving notification and information from CHIP Program Administrator.
3. To work with the CHIP Program's Lead Risk Assessor pertaining to work and specifications where Lead-Base Paint issues exist.
4. To attend a Pre-bid Conference at each project site receiving rehabilitation assistance (excluding emergency home repairs) to review work write-up and answer questions from homeowners, Contractors and/or CHIP Program Administrator.
5. To be available by telephone to answer any questions from Contractors, homeowners and/or CHIP Program Administrator concerning the work write-up and/or work in progress.
6. To review Contractor bids for rehabilitation work and inform CHIP Program Administrator of findings and/or recommendations
7. To attend a Preconstruction Conference at each site receiving rehabilitation assistance (excluding emergency home repairs) to review work to be completed and discuss work schedules with homeowner, successful Contractor(s) and CHIP Program Administrator.
8. To perform interim and final inspections, as directed by the CHIP Program Administrator, within seven (7) days of receiving notification.
9. To review and execute all required documents pertaining to CHIP Rehabilitation assistance (e.g. Request for Payment, Change Orders, Inspection Reports, etc.)
10. To attend all Residential Rehabilitation Standards Implementation Trainings mandated by the Ohio Department of Development, Office of Housing and Community Partnerships pertaining to Rehabilitation Specialist job responsibilities.
11. To participate in all monitoring visits conducted by the ODOD Office of Housing and Community Partnerships.

III.

Duties of County

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than three (3) years after the completion of said PROJECT.

IV.

Compensation

The COUNTY agrees to compensate First Home Inspections, Inc. for the tasks completed on each unit, and at the rates listed in Attachment A to this Contract titled "Cost Breakdown by Activity". First Home Inspections, Inc. will invoice the COUNTY no more frequently than once per month.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect until July 31, 2003. The term of this Agreement may be extended upon the mutual written consent of the parties.

VI.

Termination of Contract for Cause

If, through any cause, First Home Inspections, Inc. fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to First Home Inspections, Inc. of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by First Home Inspections, Inc. under this Contract shall, at the option of the COUNTY, become its property and First Home Inspections, Inc. shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

VII.

Termination for Cause and Convenience of the COUNTY

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to First Home Inspections, Inc. If the Contract is terminated by the COUNTY as provided herein, First Home Inspections, Inc. will be paid for expenses incurred up to the termination date. If this Contract is terminated due to the fault of First Home Inspections, Inc., Section VI hereof relative to termination shall apply.

VIII.

Records and Audits

The CHIP Program Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

IX.

Compliance with Executive Order 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

X.

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST: THE BELMONT COUNTY COMMISSIONERS

Darlene Pempek /s/ BY Ryan E. Olexo /s/
Darlene Pempek, County Ryan E. Olexo, President
Clerk
BY Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.
BY Mark A. Thomas

ATTEST: First Home Inspections, Inc.
Scott Hicks /s/ BY Rick Jarrett /s/
Rick Jarrett

APPROVED AS TO FORM ONLY Robert W. Quirk /s/

Upon roll call the vote was as follows:
Mr. Olexo Yes
Mr. Probst Yes

IN THE MATTER OF ENTERING
INTO AGREEMENT WITH MAXIMUS
FOR COURTVIEW COMPUTER HARDWARE AND
SOFTWARE/COMMON PLEAS COURT AND
CLERK OF COURTS

Motion made by Mr. Olexo, seconded by Mr. Probst to enter into the following agreement with Maximus for Courtview computer software and hardware for the Common Pleas Court and Clerk of Courts.

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into on this 29th day of October 2001, is by and between the **BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO**, hereinafter referred to as the **County**;

AND

MAXIMUS, hereinafter referred to as the **Company**.

WITNESSETH

WHEREAS, the County has requested proposals for the migration to CourtView computer hardware and software for the Common Pleas Court, All Divisions, and for the Clerk of Courts; and

WHEREAS, the Company has expertise in providing such systems, and

WHEREAS, the County desires to purchase products and services from the Company;

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF AGREEMENT

This Agreement provides for software installation and technical support for the purpose of automating the Belmont County Court of Common Pleas and Clerk of Courts.

Included with such installation are hardware, hardware installation, training, user manuals, software customization, provision for ongoing software support, and software license.

2. PROJECT PLAN

The Company will provide a detailed project plan within forty-five (45) days after the execution of this Agreement.

3. TRAINING

The Company's training program for all modules will be designed specifically for the County. This formal on-site training will include an application system overview and individual areas of responsibility, as well as operating systems training.

The Company will provide the County with a training program for the employees of the county offices. The Company has included (88) eighty eight days of on-site training and live support; the cost for which is included in the quotation. The on-site training will be divided into phases to ensure employees a thorough knowledge of the system. The Company will monitor the usage of this training and support and assumes responsibility for all allocation of this training and support such that adequate training and support is available to all affected departments and personnel throughout each phase of the project.

Upon written County approval of the application software, a live system date will be established. In addition to normal support, the Company will provide on-site support during the first live week.

The Company has included eighty-eight (88) days of on-site training and live support; the cost for which is included in the quotation.

Additional training days are to be provided, if requested by County, at a cost of Six Hundred Eighty and 00/100 Dollars (\$680.00) per day, plus expenses.

A training day is defined as a day scheduled on-site. Training classes are organized from 8:30 am to 12:00 pm and 1:00 pm to 4:30 pm.

4. AGENCY PARTICIPATION

Coordinator

The County will provide a coordinator to interface with the Company on all activities deemed a County responsibility. Such coordinator will be a central point of communication and be available for communication on the activities of the project, including site preparation, system review, training, and application software analysis.

Approval

At various points it is necessary to have the County and/or user agency approve a particular segment of the work plan, prior to proceeding. This may include such aspects as document flow, printout frequencies, and input/output formats. (Any delay in the approval process will affect the proposed implementation workflow.)

5. HARDWARE

The Company agrees to sell and the County agrees to buy the hardware that was included in the Company's proposal, or the current upgrade of that hardware subject to review. The Company agrees that the County will receive the benefit of any price reduction or product enhancement, or product upgrade made between the time of the Company's proposal and the product review. The County reserves the right to adjust quantities as needed.

The Company with prior written approval of the County may substitute of equivalent or superior functionality and performance in the event that any of the products ordered are not available at the time of the shipment.

The Company will review with the County all third party hardware products included in the Company's proposal and obtain written approval from the County prior to purchase. The product review will include all third party hardware products by category including network equipment, file servers, workstations, printers, scanners, etc. The product review will include OEM information such as model/version, associated platform (if applicable), specifications, unit cost, and quality encompassing all project phases. Hardware changes resulting from product reviews constitute a change to Exhibit A and have control.

The server will utilize Windows 2000 as the operating environment and peripheral devices will be provided by the Company as quoted in the proposal.

6. APPLICATION SOFTWARE

The Company will provide the County with the latest version of CourtView software; and the Company warrants that the said software shall function in a manner consistent with industry standards.

7. WARRANTY/YEAR 2000 COMPLIANCE

The Company specifically warrants that the products listed above accurately process date data (including, but not limited to calculating, comparing, and sequencing) from, into, during and between the 20th and 21st centuries, including leap year calculations, when used in accordance with the product documentation provided by the Company.

8. APPLICATION SOFTWARE LICENSE

Software General Provisions

Pursuant to a separate Application Software License Agreement, the Company will grant to the County and affiliated Belmont County agencies a nonexclusive license to use such application software (hereinafter referred to as the Software), as is specified in Section 6 of this Application Software License Agreement, during the term and subject to the provisions specified herein and in the Application Software License Agreement. Said license shall accommodate no fewer than thirty-four (34) users, as provided in the Company's bid quotations. The license shall not be incompatible with the rights and privileges of any other license currently in existence between the County and the Company pursuant to agreements entered into by the County and the Company or predecessors of the Company. Enhancements, modifications and/or updates to the Software are not included in the license unless otherwise specifically agreed by the parties.

Software Term and Use

The license granted herein and in the Application Software License Agreement will be effective for as long as the County uses the Software, unless terminated in writing by the Company in the event that the County:

- a. Notifies the Company that it has discontinued or wishes to discontinue the use of the Software.
- b. Fails to pay, after written demand by the Company, any amount due to be paid under this Agreement or any related agreement for a period of (30) days after invoice by the Company.
- c. Fails to perform any other obligation required to be performed under this Agreement for a period of thirty (30) days after written demand by the Company.
- d. Becomes subject to any bankruptcy or insolvency proceeding under any Federal or State law.

The software may be used only by the County and only in its internal operations. The County may not assign or sublease any rights granted herein or in the Application Software License Agreement.

Software Title

The software and all copies thereof are proprietary to the Company, and title thereto will be and remain in the Company. All applicable rights to patents, copyrights, trademarks, and trade secrets in the software or any modifications thereto made at the request of the County are and will remain in the Company.

The County will not sell, transfer, publish, disclose, or otherwise make available the software or copies thereof to any person, organization, or other entity without the prior written consent of the Company. All copies made by the County of the Software, including translations, compilations, partial copies, and updated works, will be and remain the property of the Company.

9. SOURCE CODE - ESCROW DEPOSIT

The Company shall deposit the application source code (all forms, reports, queries) for CourtView Case, Financial and Judicial Management, Accounts Receivable and Adult and Juvenile Probation pursuant to an escrow agreement entitled Preferred Escrow Agreement. Deposit shall occur upon final acceptance and full payment of the later of the systems to be finally accepted and fully paid.

The Company, the County, and Data Securities International, Inc., shall enter into an escrow agreement entitled Preferred Escrow Agreement contemporaneously with the Application Software Agreement.

The County is solely responsible for the payment of all fees and charges assessed by Data Securities International, Inc. for maintenance of the escrow account established under the Preferred Escrow Agreement.

The County may be entitled to retain its status as a beneficiary so long as it is in substantial compliance with all material terms and conditions of this Agreement and subscribes to the Company's post installation software support services.

If Data Securities International, Inc. stops escrow service, the County and the Company will mutually determine the next location for storage.

10. SOFTWARE SUPPORT

In order to facilitate software support services, the County shall provide and maintain, at its own expense, an adequate communication infrastructure to allow the Company to support the software on a remote basis.

The Company provides for software support services under separate agreement.

11. THIRD PARTY SOFTWARE

In other sections within this Agreement, the Company provides installation, training, and support for application software or may agree to enter into an agreement to provide such services. Unless explicitly stated otherwise, all references to software installation, training and support refer to application software. Application software is to be defined as software explicitly designed and programmed by the Company to facilitate administrative functions in the handling of data.

To complete the entire software system, additional software is provided in this Agreement that falls into the classification of Third Party Software. Third Party Software has been developed by another company and may be an integral part of the system or a completely independent module used in areas unconnected with the Company's application software.

Unless installation, training, and support for third party software has been explicitly defined as coming from the Company, it is understood that such services, should they be provided, would be quoted, defined, and provided by the third party organization. The Company will endeavor to provide the County with options available in this area. Predecessors of the Company, including without limitation Crawford Consulting, Juris Systems, and Sabre Systems, shall not be considered a third party organization.

12. SUBLICENSED SOFTWARE

If the Company sublicenses or resells any software, including systems software, which has been licensed or sold to the Company by any third party, the terms and conditions of any license or sale agreement between the Company and such third party will be deemed incorporated into this Agreement upon acceptance by the County. The Company will provide copies of all third party software agreements.

13. QUALIFIED PERSONNEL AND SERVICE TO BE PERFORMED

The Company will provide to the County in a professional and workmanlike manner the computer services as described in the specifications as set forth and will provide experienced and qualified personnel who have knowledge and experience in all aspects of the service proposed by Company in its bid response.

14. INDEPENDENT CONTRACTOR

The relationship of the Company to the County will be that of an independent contractor, and no principal/agent or employer/employee relationship will be created by this Agreement.

15. OWNERSHIP OF DATA

Data collected on tape or hard copy form supplied by the County to be utilized by the Company in the computer system data base contemplated herein will remain the property of the County, and no use will be made thereof beyond that listed in this Agreement without written permission of the County. County data with respect to technical, financial, statistical and personal data relating to the County's business and the Court, which is made available to the Company by the County to allow the Company to perform its obligations under this Agreement, is confidential. The Company will instruct its personnel to keep such information confidential by using the same care and discretion that they use with similar data which the County designates as confidential. One year after final acceptance, the Company shall destroy all information identified by the County that remains in the custody of the Company. The Company shall certify to the destruction of information identified by the County.

However, the Company shall not be required to keep confidential any data, which is or becomes publicly available, is already in the Company's possession, is independently developed by the Company outside the scope of the Agreement, or is rightfully

obtained from third parties. The Company further agrees to protect the peculiar confidentiality of the Juvenile Court records.

16. SUBCONTRACTING OR ASSIGNING

The Company will not assign, transfer, or sublet this Agreement or any interest therein without first receiving written approval from the County.

17. INSURANCE AND WORKERS' COMPENSATION

The Company will carry public liability insurance and Workers' Compensation insurance and will save the County and its officers harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind or description brought or recovered against it by reason of any act or omission of the Company, its agents, or employees of execution of the work described.

18. LIABILITY

The Company, its successors and assigns, will, at all times, indemnify, defend, and save County and its officers, employees, and agents, harmless from and against any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities and expenses whatsoever which the County, its officers, employees, or agents shall or may at any time sustain or incur or become liable for by reason of or in consequence of any claim made, including, but not limited to negligence committed by the Company, its officers, employees, subcontractors, including employees thereof, or assignees of the Company, including employees thereof, in the performance of Company's work hereunder.

19. DATA CONVERSION

The data to be converted is coming from the CourtView legacy system, a software application developed by the Company. The data will be converted to the new CourtView software product, also a product of the Company. Since both products are sold and maintained by the Company, the Company will be solely responsible for the conversion, completeness and quality of the data.

THE COURTS AND CLERK OF COURTS ACKNOWLEDGES THAT NO OTHER WARRANTY HAS BEEN MADE WITH REGARD TO THE COMPANY'S ABILITY TO PROVIDE A COMPLETE AND/OR ACCURATE CONVERSION OF THE COURTS AND CLERK OF COURTS' DATA.

THE COMPANY HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES.

20. COMPENSATION

The software applications covered in this Agreement are the latest version of the following:

CourtView

- (1) Case Management Module
- (2) Financial Management Module
- (3) Judicial Management Module
- (4) Accounts Receivable Module
- (5) Adult Probation Module
- (6) Juvenile Probation Module
- (7) Jury Management Module

Hardware Equipment/and Installation

The fee for the hardware and installation for the Common Pleas Court, All Divisions and the Clerk of Courts including cabling is **ONE HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED TWENTY SIX AND 23/100 Dollars (\$ 131,426.23)** as detailed in Quotation 2001-066.

Application Software:

The fee for the Common Pleas Court, All Divisions, and the Clerk of Courts Software and third party software listed in the Company's quotation, including documentation, is **TWENTY THREE THOUSAND EIGHT HUNDRED TEN AND 00/100 Dollars (\$23,810.00)**, as detailed in Quotation 2001-066.

Software Services

The fee for Software Services including training, live support, data conversion, project management, and travel expenses and software installation is **ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED NINETY AND 00/100 Dollars (\$117,590.00)** as detailed in Quotation 2001-066.

\$ 23,810.00 CourtView Licenses
\$ 131,426.23 Hardware Equipment and Installation
\$ 117,590.00 Software Services
\$ 272,826.23 **TOTAL**

Software Support:

The fee for support of the application software shall be as stated in the Software Support Agreement entered into contemporaneously with this Agreement.

21. PAYMENT TERMS

The Vendor will invoice the Court as follows:

1. Ten (10) days following complete and successful installation, all hardware, third party software and networking costs can be billed to the Court providing:

A. The Vendor has supplied a notarized statement that states:

1. The equipment is free and clear of any lien and;
2. The Court has free and clear title to all equipment; and

B. The Administrative Judge of Belmont County Common Pleas Court attests that installation is complete and successful.

Software Support:

Payment for software support shall be as stated in the Software Support Agreement entered into contemporaneously with this Agreement.

22. DOCUMENTATION OF THE SYSTEM

After delivery and installation of all hardware and before training begins, the Vendor will submit in a single organized binder the following:

Title: System Documentation

1. A Technical Architecture Diagram of the network;
2. A listing of all hardware with serial numbers and warranties;
3. A listing of all Vendor application software and third-party software with any special identification (i.e., serial number);
4. Original licenses for all software listed above;
5. All media for software listed above;
6. All warranties for all hardware listed in item number 2; and
7. A back-up tape with all network software, client software and third party software;
8. Vendor documentation on procedures for maintenance and help desk calls, and the vendor's customer response policy.

23. RELATIONSHIP

The Company is an independent contactor in the performance of this Agreement and shall not be considered to be or permitted to be an agent, employee, joint venturer or partner of the County. All employees and agents furnished, used, retained, or hired by or on behalf of the Company, are and shall be considered employees or agents of the Company. The Company assumes sole and full responsibility for their acts. The company shall at all times during the term of this Agreement maintain such supervision, direction and control over its employees and agents as is consistent with and necessary to preserve its independent contractor status.

24. CONFLICT OF INTEREST

This agreement in no way precludes, prevents, or restricts the Company from obtaining and working under an additional contractual arrangement(s) with other parties aside from the County, assuming that such other contractual work in no way impedes the Company's ability to perform in accordance with in the terms of this Agreement.

25. ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Upon such consent, this Agreement shall bind and inure to the benefit of the parties and their authorized assigns.

26. INTEGRATION AND MODIFICATION

This Agreement, an agreement for support services entered into contemporaneously with this Agreement, a license agreement entered into contemporaneously with this Agreement, and the escrow agreement described in Section 9 of this Agreement embody the entire agreement of the parties and shall supersede all previous communications, representations or agreements, whether written or oral, between the parties. There are no promises, terms, conditions or obligations other than those contained in the four documents enumerated herein. Furthermore, neither this Agreement nor the agreement for support services, nor the license agreement, nor the escrow agreement

shall be modified in any manner except by an instrument, in writing, signed by both County and the Company.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the 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 Agreement shall be valid and enforced to the fullest extent permitted by law.

28. NOTICES

Except as otherwise expressly provided herein, any notice required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the County, _____, Belmont County Court of Common Pleas, _____; if to the Company, to Peter T. Zackaroff, MAXIMUS, 5399 Lauby Road, Suite 200, North Canton, Ohio, 44720.

29. HEADINGS

The Articles in this Agreement are inserted for the convenience or organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

30. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this Agreement.

31. GOVENING LAW

This Agreement and any modifications, amendments, or alterations thereto, shall be governed, construed and enforced in and under the laws of the State of Ohio.

32. WAIVER

Any forbearance or delays on the part of either party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce the same in the future unless waived by the waiving party in writing.

33. WARRANTY

The Company warrants and represents that it has full power and authority to enter into this Application Software Agreement, which has been authorized by all required corporate action. The Company further warrants and represents that this Agreement constitutes the valid and legally binding obligation of the Company, is enforceable against the Company, and is not in contravention of any of its instruments, by-laws, charter or other document relating to the Company. The Company further warrants and represents that (a) it has the right to license the Software, (b) the software systems provided herein shall meet the County's needs and shall be substantially free from programming errors and defects in workmanship and materials, (c) for a period of one year from the date that the County accepts the software systems provided herein, the systems shall perform in accordance with the Company's operating specifications, and (d) the software systems provided herein shall be merchantable, which for purposes of this agreement shall mean that the software systems are in good working order and are in conformity with Company's published specifications.

34. FUTURE CONSIDERATIONS

The Company agrees to treat the County as a most favored customer. The Company agrees not to change a price for software maintenance and support which is in excess of that charged to any other customer for comparable services; and to inform the County of, and make available to the County, for license at a reasonable fee not to exceed that charged to any other person, any newly developed software which the County may find useful to its business operations.

35. TERMINATION

The County may terminate this Agreement at any time, with or without cause upon less than thirty (30) days prior written notice to the County.

In event of termination of this Agreement as set forth herein, the Company shall receive payment for services satisfactorily completed up to the effective date of termination.

36. FORCE MAJEURE

Company shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstances beyond the reasonable control of Company, equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with Company that adversely affects Company's ability to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof the day and year first written above.

Approved as to form:
Robert W. Quirk /s/
Belmont County
Prosecutor
10/26/2001

WITNESS

BOARD OF COUNTY COMMISSIONERS

BELMONT COUNTY, OHIO

Darlene Pempek /s/

Ryan E. Olexo /s/

Commissioner

Mae Whiteley /s/

Charles R. Probst, Jr. /s/

Commissioner

Commissioner

WITNESS

MAXIMUS

Peter T. Zackaroff /s/

Authorized Representative

PETER T. ZACKAROFF

Vice President/General Counsel

ARTICLES OF AGREEMENT

THIS AGREEMENT, entered into this 29th day of October, 2001, is by and between the BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO, hereinafter referred to as the County;

AND

MAXIMUS hereinafter referred to as the Company.

WITNESSETH

WHEREAS, the Company is experienced in the implementation and support of data processing systems and CourtView application software, hereinafter referred to as Systems; and

WHEREAS, the Company has provided the County with Systems as described in Schedule A of this Agreement pursuant to an Application Software Agreement dated _____; and

WHEREAS, the Company offers ongoing support services to the County; and

WHEREAS, the County desires to utilize said services;

NOW, THEREFORE, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The Company shall provide to the County the services described in Schedule B of this Agreement.

2. TERM

This Agreement shall run for an initial term of twelve (12) consecutive months, commencing on the latest of the live dates for the following software application systems provided pursuant to the Application Software Agreement dated _____; CourtView Case, Financial and Judicial Management, Accounts Receivable and CourtView Adult and Juvenile Probation. This agreement may be renewed, as provided in Section 24 herein, on each anniversary of the latest of the live dates described herein. The live date of a system occurs when an application software system has been migrated from the CourtView Legacy system to the Windows version of CourtView.

3. COMPENSATION

In consideration of the performance of support services as set forth in this Agreement, the Company shall receive a fee in accordance with the schedule set forth herein up to a total not to exceed \$ 20,400.00, paid in quarterly installments to be invoiced separately between the Clerk of Courts and Probate/Juvenile Court. Payment for application software support shall occur forty-five (45) days after the date of each billing, which shall occur no sooner than the latest of the live dates for the software application systems provided pursuant to the Application Software Agreement dated _____, as described in Section 2 of this Agreement.

Additional services requested by the County shall be provided under the provisions of and invoiced in accordance with the time and materials rates contained in Schedule C of this Agreement. Any future increases in the time and materials rates contained in Schedule C shall not increase beyond a percentage equal to the increase in the annual consumer price index measured by the CPIU or 5% whichever is greater.

Payment of invoices is due within forty-five (45) days of the date of each billing. Failure of the County to make payment when due, providing there is no dispute with regard to the amount of billing, shall entitle the Company, in addition to its other rights and remedies, to suspend further performance of this Agreement without liability. When payment of invoices is current, performance of this agreement for software support shall be restored.

4. CONTRACT DOCUMENTS

This Support Agreement incorporates and has attached to it Schedule A, Schedule B, Schedule C, Schedule D and Schedule E.

5. ENTIRE AGREEMENT

This Agreement, as specified in Section 4, together with the Application Software Agreement, a License Agreement, and Escrow Agreement, all entered into contemporaneously with this Support Agreement and all further described in the Application Software Agreement, comprise the complete and entire Agreement between the parties and may not be altered or amended except in writing, making specific references to the provision to be altered or amended. Any such writing altering or amending the agreement between parties must be executed by a duly authorized official of the County and by a duly authorized officer of the Company.

6. COUNTY RESPONSIBILITIES

The County shall support and assist the Company in identifying and clarifying problems encountered by the County and shall make available source documents or data files as may be necessary to isolate or replicate a problem condition.

The County shall make available to the Company access to County facilities and the computer equipment as required in the performance of these tasks described herein, including access after normal working hours and on weekends. The County shall provide County personnel as necessary to provide such access or to maintain security of the facility as deemed appropriate by the County.

The County shall, within thirty (30) days of the execution of this Agreement, at its own expense, grant remote telephone access to the County's computer system through a 56KB or T1 phone line.

7. COMPANY RESPONSIBILITIES

The Company shall perform in a professional manner in providing services to the County and shall provide knowledgeable personnel experienced with the software installed at the County's Site. County shall not be required to compensate Company for services provided to County by employees or subcontractors of Company, which fail to satisfy the standards set forth here.

The Company shall safeguard any materials provided by the County in the performance of this Agreement in a manner as prescribed by the County. In lieu of specific guidance from the County, the Company shall take reasonable care as to prevent unauthorized disclosure of County information.

8. INDEPENDENT CONTRACTOR

The relationship of the Company to the County shall be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Agreement.

9. SUBCONTRACTS

The Company reserves the right to subcontract work, as necessary, in the performance of this Agreement. The Company agrees to be responsible for the accuracy of

timeliness of all work submitted in the fulfillment of its responsibilities under this Agreement. All the terms of this Agreement shall apply equally to any subcontractors employed by Company such that use of the term "Company" in this Agreement when describing a duty of Company to County shall also mean a duty of "Subcontractors of Company."

10. OWNERSHIP OF DATA

Data collected is the property of the County. Data used by the Company in the services contemplated herein shall remain the property of the County, and no use shall be made thereof beyond that listed in this Agreement without the written permission of the County.

11. OWNERSHIP OF COURTVIEW SOFTWARE AND DESIGNS

All software development, design, documentation, and programs necessary to operate and maintain the Systems described herein that were produced by the Company shall remain the proprietary property of the Company. Restriction of this proprietary property does not limit the County from making such copies of programs, documentation, and Systems-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of the Company.

Company Systems are designed as standard products and not as customized systems. The Company recognizes the need for some County customization; however, the Company reserves the right to control the design, performance, and integration of Company products and, as a result, may reject County requests for modifications or enhancements that are inconsistent with the Company's product strategy. However, rejection of a request for modification or enhancements by Company does not forbid or prevent the County from making the requested modification or enhancement with its own forces or other contractors, bearing in mind the potential loss of warranty, which may result under Section 12 (C) of this Agreement.

12. WARRANTIES

A. SERVICES

The Company warrants that Company shall provide such support services as shall permit the software to perform in accordance with industry standards and the Company published documentation and the Company further warrants that it shall provide qualified personnel to perform the support services.

B. SOFTWARE

The Company shall only be responsible to correct software defects in or resulting from software supported during this Agreement as listed in Schedule A which are submitted to it in writing during the Agreement period. Oral notification or generalized complaints shall not constitute notice under this Agreement. Company warrants that it will correct software defects. Software defects shall be defined as failure of the software to perform functions as identified in documentation supplied by Company.

C. COUNTY MODIFICATIONS

The County shall inform the Company in writing of any change to or modification of any of the Company's software which it desires to make or has made. The Company is not responsible for any errors or defects caused by modifications made to the Company's software by the County. Correction of such errors or defects by the Company shall be at the time and materials rates specified in Schedule C.

The Company does not guarantee that new releases or versions shall operate as designated if the County has altered Company software.

D. COUNTY NEGLIGENCE

The Company shall not, at any time during the period of this Agreement, be required to correct any defects in any Company software caused by the County's negligence, improper installation or operation of the Company's software, or other improper action by the County.

E. DISCLAIMER

The Company shall have no liability under this Agreement except the correction or avoidance of defects as identified by the Company. The warranties set forth in Section 12 are in lieu of all other representations and warranties relating to the software, expressed or implied. The County shall not be obligated to compensate Company for services provided to County by Company or its subcontractors, which fail to satisfy the warranty standard set forth in Section 12 or Section 7 herein. The County shall not be obligated to compensate Company or its subcontractors for services intended to correct defects identified by the Company in the systems described in Schedule A, but which fail to correct the defects.

13. LIABILITY

The Company, its successors and assigns, will, at all times, indemnify, defend, and save County and its officers, employees, and agents, harmless from and against any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities and expenses whatsoever which the County, its officers, employees, or agents shall or may at any time sustain or incur or become liable for by reason of or in consequence of any claim made, including, but not limited to negligence committed by the Company, its officers, employees, subcontractors, including employees thereof, or assignees of the Company, including employees thereof, in the performance of Company's work hereunder.

14. INSURANCE AND WORKERS' COMPENSATION

The Company shall carry public liability and Workers' Compensation insurance and shall save the County and its officers harmless from all claims, demands, payments, suits, actions, recoveries, and judgments of every kind and description brought or recovered against it by reason of any act or omission of the Company, its agents, or employees of the work described.

15. EMPLOYMENT LAWS

The Company shall comply with all applicable provisions of Federal, State, and local laws, rules, and regulations regarding employment.

16. CONFLICT OF INTEREST

The Company shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity as relates to this Agreement, any elected or appointed official of the County or any member of his or her immediate family.

17. OFFICE SPACE, FACILITIES, AND RECORDS

The County shall provide office space, office equipment and machines, computers, and other equipment or records as may be needed in the performance of this Agreement.

18. ASSIGNMENT OF AGREEMENT

The Company agrees not to assign, transfer, convey, or otherwise dispose of this Agreement or its rights, title, or interest in this Agreement without previous consent and written approval of the County.

19. CHANGES IN AGREEMENT

This Agreement may be changed only upon the written agreement of the County and Company.

20. GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of Ohio as of the date of the signing of this Agreement.

21. STATUTORY REQUIREMENTS

All statutory requirements, as contemplated in the performance of the services to be provided hereunder, shall be as the law has been enacted and interpreted by the courts of the State of Ohio as of the date of this Agreement.

22. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of this Agreement, but the balance of this Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly, provided that the provision is not of a material nature and does not substantially affect the work or the associated cost.

23. TERMINATION

The County shall have the right to terminate this Agreement upon thirty (30) days written notice to the Company. Thirty (30) days after receipt of such notice by the Company, this Agreement shall be considered terminated without further obligation of the parties, except for payment by the County for all services rendered and materials furnished prior to the date of termination.

The Company shall have the right to terminate this Agreement upon written notice to the County at least ninety (90) days prior to the anniversary date of the latest live date of the systems provided to County pursuant to the Application Software Agreement dated October ____, 2001.

24. RENEWAL

This Agreement may renew annually on the anniversary of the latest live date of the systems provided to County pursuant to the Application Software Agreement dated October ____, 2001. Should the County not wish to renew this Agreement, the County shall notify the Company in writing at least thirty (30) days prior to the anniversary date of the latest live date of the systems provided to County pursuant to the Application Software Agreement.

IN WITNESS WHEREOF, the parties have set their hands to duplicates hereof the day and year first written above.

Approved as to form:
Robert W. Quirk /s/
Belmont County
Prosecutor
10/26/2001

WITNESS

BOARD OF COUNTY COMMISSIONERS
BELMONT COUNTY, OHIO

Darlene Pempek /s/

Ryan E. Olexo /s/
Commissioner

Mae Whiteley /s/

Charles R. Probst /s/
Commissioner

Mark A. Thomas /s/
Commissioner

WITNESS

MAXIMUS

Peter T. Zackaroff /s/
Authorized Representative
PETER T. ZACKAROFF
Vice President/General Counsel

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Probst	Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 7:55 P.M.

Motion made by Mr. Olexo, seconded by Mr. Probst to adjourn the meeting at 7:55 P.M.

Upon roll call the vote was as follows:

Mr. Olexo Yes
Mr. Probst Yes

Read, approved and signed this 29th day of October 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

