

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 December 12, 2001, were read, approved and signed.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, 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
Marathon Oil	Gasoline-General	937.73
Homemaker Program ETAL.	Purchased Services-BCDJFS PA	2,098.63
Daycare Providers, ETAL.	Day Care Blanket-BCDJFS PA	110,642.59
Donald Pickenpaugh	Reimburse Conference exp-Engineer's MVGT	47.80
Shereza O'Hara	Reimburse Conference exp-Engineer's MVGT	129.84
Belmont National Bank	Conference Expenses	59.63
Belmont National Bank	exp -Engineer's MVGT	13.81

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

Motion made by Mr. Thomas, seconded by Mr. Olexo to approve the Recapitulation of Vouchers for the various funds dated for December 14, 2001 as follows:

FUND	AMOUNT
BCDJFS/PA	\$9,384.92, \$120,790.93

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
BUDGET COMMISSION/GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO	AMOUNT
A102-G09 PERS	A101-F06 PERS	\$94.85

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
DOG AND KENNEL

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
B000-B02 Salaries	B00-B08 PERS	\$2400.00
B000-B03 Supplies	B00-B08 PERS	\$ 151.56

Total \$2,551.56

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
LEPC**

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO	AMOUNT
P090-P03 Other Expense	P090-P08 PERS	\$203.44

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE BELMONT COUNTY
COUNTY EMERGENCY PREPAREDNESS GRANT**

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
P092-P01 Salaries	P092-P04 PERS	\$43.36

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER FROM THE
FUND FOR THE WATER AND SEWER GUARANTEE
DEPOSIT FUND TO THE REVENUE RECEIPT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
T10-T04 WSGDF Transfer Out	O000-P03 WWS #2 01004002	\$ 122.63
T10-T04 WSGDF Transfer Out	O000-P05 WWS #3 02004002	\$ 212.23
T10-T04 WSGDF Transfer Out	O000-P51 SSD #1 03004002	\$ 66.00
T10-T04 WSGDF Transfer Out	O000-P53 SSD #2 04004002	\$ 61.80
T10-T04 WSGDF Transfer Out	O000-P55 SSD #3A 06004002	\$ 17.00

Total \$479.66

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER FOR THE
BELMONT COUNTY RECORDER**

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S078-S05 Equipment Fund	S078-S11 PERS	\$1041.98

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S028-S56 CONTRACT SVC	S028-S60 OTHER EXPENSES	\$3,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER OF
FUNDS FOR THE OAKVIEW JUVENILE
REHABILITATION DISTRICT AFTERCARE PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Thomas to make to make the following transfer of funds as follows:

FROM:	TO:	AMOUNT
S028-S01 SALARIES	S028-S52 PERS	\$1,000.00
S028-S01 SALARIES	S028-S53 HOSPITALIZATION	\$ 500.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE BELMONT
COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Olexo, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of May 16, 2001.

U010 Sheriff's Reserve Account

U010-U06 Other Expenses	\$10.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to request the Budget Commission certify monies for the Belmont County General Fund as follows:

\$23,833.74 paid into the General Fund on December 14, 2001
(3) warrants \$5,000.00, \$10,000.00 \$8,833.74
CSEA IV-D contract/Common Pleas Court Magistrate

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF GRANTING
REQUEST TO TRAVEL FOR LARRY T. HARRIS,
EXECITIVE DIRECTOR OF THE VETERANS' SERVICE COMMISSION**

Motion made by Mr. Probst, seconded by Mr. Thomas granting permission for Larry T. Harris, Executive Director of the Veteran's Service Commission to travel to Columbus, Ohio on December 19, 2001 to attend a one day training seminar. Estimated expenses are \$90.00.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF BID
OPENING FOR REPLACEMENT OF FILTER MEDIA/
SANITARY SEWER DISTRICT**

BID OPENING

This being the day and 9:30 A.M. being the hour that bids were to be on file in the Commissioner's Office for the replacement of filter media at the Belmont County Water Treatment Plant for the Belmont County Sanitary Sewer District, they proceeded to open the following bids.

Factory Industrial Navarre, Ohio	Bid Bond	\$41,781.00
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Present for the bid opening were Daniel Walls, Sanitary Sewer District, and Joselyn King, Intelligencer.

Motion made by Mr. Thomas, seconded by Mr. Probst to turn bids over to Daniel Walls for review and recommendation.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING
INTO AGREEMENT WITH DMG MAXIMUS
FOR CONSULTING SERVICES RE:
2002 COST ALLOCATION REIMBURSEMENT PLAN

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following agreement with DMG Maximus for cost plan consulting services for the year 2002 in the amount of \$8,000.00.

RENEWAL AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
TO BELMONT COUNTY, OHIO

THIS AGREEMENT, entered into this 14th day of December, 2002, and effective immediately by and between MAXIMUS, Inc., Ltd., (hereinafter called the "Consultant") and the Belmont County Board of Commissioners (hereinafter called the "County") WITNESSETH THAT:

WHEREAS, the County has programs which it operates with Federal funding, and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the United States government will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements, and will be approved by their representatives,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant- The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. Scope of Services- The Consultant shall do, perform, and carry out in a good and professional manner the following services:

A. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year end financial data for 2001 and will be the basis for the recoveries to be claimed for calendar year 2003.

B. Negotiation of the completed cost allocation plan with the representatives of the DHHS and/or the State if required. The Consultant is responsible for the successful conduct of negotiations, where applicable, on the County's behalf.

C. Assistance in preparing the County's claims to the State for recovery of funds due the County.

3. Time of Performance- The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and carry out the purposes of the agreement. All services required hereunder, except for monitoring recoveries, shall be completed by December 31, 2002.

4. Compensation- The County agrees to pay the Consultant a lump-sum amount of \$8,000 (Eight Thousand Dollars) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum. The Consultant will invoice the amount due upon plan delivery.

5. Method of Payment- Payment will be made for the plan within one month after Consultant submits its invoice to the County. Consultant will submit its invoice upon delivery of the cost allocation plan.

6. Changes- The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. Services and Materials to be Furnished by County- The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement, including actuarial studies, claims histories, and rate reviews for any self-insurance program in which the County may participate. The Consultant shall not be required to develop or attest to the reliability of such information for self-insured programs within the scope of this Agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate staff for liaison with the Consultant and other agencies of County government.

8. Termination of Agreement for Cause- If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving

written to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of termination pursuant to this paragraph, consultant shall be paid for services rendered and expenses incurred through the effective date of termination.

9. Information and Reports- The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan may be turned over to the County for safekeeping.

10. Records and Inspections- The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

11. Accomplishment of Project- The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

12. Provisions Concerning Certain Waivers- Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded- The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract- This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County Not Obligated to Third Parties- The County shall not be obligated or liable hereunder to any party other than the Consultant.

16. When Rights and Remedies Not Waived- In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of such payment by the County while any such breach or default may exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach of default.

17. Personnel- The Consultant represents that it has or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. Consultant Liability If Audited- The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.

19. Notices- Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below:

Belmont County Board of Commissioners	MAXIMUS, Inc.
Main Street, Courthouse	700 Ackermann Road
St. Clairsville, Ohio 43950	Suite 150
	Columbus, OH 43202

Service of any such notice, bills, invoices or reports so made by mail shall be deemed complete on the day of actual delivery or five (5) days after deposit in the United States mail, whichever is earlier.

20. Interpretation - The validity and effect of this Agreement shall be determined under Ohio law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having situs in the

State of Ohio. If other agreements, the terms of which are the same or substantially the same as this Agreement, have been executed by the Consultant, interpretation of this and such other same or similar agreements shall be applied uniformly. Any provision found to be invalid or unenforceable shall be applied uniformly. Any provision found to be invalid or unenforceable shall have no effect upon the validity or any other section of this contract.

21. Contract Approval Page - The attached signature page is an integral part of this proposal.

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

BELMONT COUNTY, OHIO

BY: Ryan E. Olexo /s/
Commissioner

BY: Mark A. Thomas /s/
Commissioner

BY: Charles R. Probst, Jr. /s/
Commissioner

Attest: Darlene Pempek /s/

MAXIMUS, Inc.

By: Robert J. Fink /s/
Robert J. Fink, Senior Manager

Date: Dec. 6, 2001
Federal ID#54-1000588

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING INTO
MEMORANDUM OF UNDERSTANDING WITH CAC
FOR THE BELMONT-JEFFERSON ONE-STOP DELIVERY SYSTEM/
BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into the following Memorandum of Understanding with the Community Action Commission of Belmont County, Inc. for the One-Stop Delivery System as required under the Workforce Investment Act.

BELMONT - JEFFERSON ONE-STOP DELIVERY SYSTEM

"Memorandum of Understanding"

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

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

II Background of the Ohio Option

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

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

III Parties to this Memorandum of Understanding(MOU)

This Memorandum of Understanding(MOU) is entered into by and among the Belmont County Commissioners and the Jefferson County Commissioners, the Belmont - Jefferson Workforce Policy Board, and the Community Action Commission of Belmont County Inc., hereinafter known as the partner agency, located at 410 Fox-Shannon Place St. Clairsville, OH 43950. This Memorandum of Understanding is effective July 1, 2001, and it will remain in effect through the duration of the Workforce Investment Act of 1998.

IV Responsibilities of the Belmont County and Jefferson County Commissioners

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

V Responsibilities of the Belmont - Jefferson Workforce Policy Board

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

VI Responsibilities of the Partner Agency

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

VII Termination and Modification of the Memorandum of Understanding

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

This Memorandum of Understanding may be modified by written agreement between the partner agency and the Workforce Policy Board. The Workforce Policy Board must notify in writing all other One-Stop Delivery System partners of the modification.

VIII Partners in the One-Stop Delivery System

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

- Chief Elected Local Officials:
Belmont - Belmont County Commissioners
Jefferson - Jefferson County Commissioners
- Workforce Policy Board: Belmont-Jefferson Workforce Policy Board
- Title I programs serving adults, youth and dislocated workers:
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Community Action Council, Inc.
- Title I programs serving Job Corps: Not Applicable
- Title I programs serving Native Americans: Not Applicable
- Title I programs serving migrant and seasonal farm workers: Not Applicable
- Title I programs serving Veterans' Workforce programs:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Programs authorized under the Wagner-Peyser Act:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Adult Education and Literacy under Title III of WIA:
Belmont - Mid-East Ohio Vocational School District
Jefferson - Edison Local School District and Steubenville City Schools
- Programs authorized under Title I of the Rehabilitation Act:
Belmont - Ohio Rehabilitation Services Commission
Jefferson - Ohio Rehabilitation Services commission

- Welfare-to-Work programs authorized under the Social Security Act:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Senior community service employment activities authorized under title V of the Older Americans Act:
Belmont - Senior Community Service Employment Program
Jefferson - Senior Community Service Employment program
- Postsecondary education activities under the Carl D. Perkins Act:
Belmont - Belmont Technical College
Jefferson - Jefferson Community College
- Vocational and Applied Technology Education Act:
Belmont - Belmont Career Center
Jefferson - Jefferson Joint Vocational School
- Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under the Trade Act of 1974:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Activities authorized under chapter 41 of title 38, U.S.C.(local veterans' employment representatives and disabled veterans outreach programs:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Employment and Training Activities carried out under the Community Services Block Grant:
Belmont - Community Action Commission of Belmont County
Jefferson - Jefferson County Community Action Council, Inc.
- Employment and training activities carried out by the Department of Housing and Urban Development: Not Applicable
- Programs authorized State unemployment compensation laws:
Belmont - Ohio Department of Job and Family Services
Jefferson - Ohio Department of Job and Family Services
- Ohio Works First/TANF
Belmont - Belmont County Department of Job and Family Services
Jefferson - Jefferson County Department of Job and Family Services
- Other partners:
Belmont - Ohio University-Eastern
Belmont - Belmont Metropolitan Housing Authority
Jefferson - Jefferson Behavioral Health
Jefferson - Brooke, Hancock, Jefferson Metropolitan Planning Commission
Jefferson - Goodwill Industries
Jefferson - Manpower

IX One-Stop Delivery System Design

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

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

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

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

A. Customer Flow

- **Registration**
Customers who utilize the One-Stop Delivery System will be registered on a common registration form.
- **Referral**
Customers will be referred among partners for services using a common referral form.
- **Tracking**
The registration and referral forms will be used to track the flow of customers in the One-Stop Delivery System.

- **Reporting**
The registration and referral forms will be used to generate reports on the number of customers using the system, services used, demographics and other areas.
- **Customer Satisfaction Surveys**
Customer satisfaction surveys will be used to measure the satisfaction of customers who use the system and to obtain information for improvement to the system. The surveys will be included in the reporting.

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

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

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

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

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

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

c) Cost Sharing, Operation and Maintenance of the System

Partners must use a portion of funds available to their program or other resources such as in-kind services to create and maintain the system and to provide core services. The provision of and financing of the applicable core services and operation of the system is to be proportionate to the use of the center by the individuals attributable to the partner's program "proportionate responsibility".

Attachment "C" identifies the cost sharing responsibilities of the partner specific to this agreement.

d) Marketing and Promotion of the System

Marketing and promotion of the One-Stop Delivery to individuals, businesses and communities will be conducted by all parties to this Memorandum of Understanding.

X General Provisions

The parties to this Memorandum of Understanding agree to:

- 1) Comply with the Americans with Disabilities Act and ensure the programs and services provided in the One-Stop Delivery system will be accessible by individuals with disabilities.

Participate in and provide training and cross training as deemed appropriate to ensure all partners are familiar with all services and programs contained in the One-Stop Delivery System.

Participate in One-Stop Delivery System meetings and actively contribute to the quality and enhancement of the One-Stop Delivery System.

Resolve disputes through the following process. When consensus among the partners can't be reached and One-Stop functioning is impaired, parties to the dispute, within 15 days of the dispute, will meet with the chairperson of the Workforce Policy Board or meet with the Executive Committee of the Workforce Policy Board to evaluate and try to resolve the dispute. The chairperson or Executive Committee may consult with other One-Stop partners regarding the dispute. After mediation with the parties to the dispute, the chairperson or Executive Committee will make a decision on the dispute within 30 days of the initial meeting and notify all parties involved of the decision. If the parties to the dispute are not satisfied with the decision, they may request assistance from the Ohio Department of Job and Family Services in resolving the dispute. Dispute resolution will be in accordance with all applicable State and Federal laws and regulations.

Work together to resolve any audit or monitoring findings relating to the development and operation of the One-Stop Delivery System.

Follow the confidentiality requirements of each partner's program and the One-Stop Delivery System while sharing customer information and providing services to customers.

Based on available resources of the partner agency, assign staff to support the operation of the One-Stop Delivery System's physical centers.

Each partner agency must maintain operational control and responsibility of its staff assigned to the One-Stop Delivery System's physical centers.

Each partner agency must assume liability for its actions and the actions of its agents and hold harmless all other parties to this Memorandum of Understanding from any and all claims.

Cooperate with and utilize networking systems developed to connect partners in delivering services to customers in the One-Stop Delivery System.

Abide by EEO requirements in providing services to customers in the One-Stop Delivery System.

- 12) Create or maintain a drug-free workplace environment in the One-Stop Delivery System.

Abide by all applicable Federal, State and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants/customers, and maintenance of records.

Give preference to veterans in serving them in the One-Stop Delivery System.

Follow the laws of the State of Ohio, State WIA enabling legislation, and the Workforce Investment Act of 1998 which govern this Memorandum of Understanding.

- 16) Not allow a partner to be a member of the local Workforce Policy Board that refuses to sign this Memorandum of Understanding.

XI Signatures

Belmont County Commissioners

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

_____ Commissioner's Signature	_____ Date
Charles R. Probst, Jr. /S/ _____ Commissioner's Signature	12/14/01 _____ Date
Mark A. Thomas /S/ _____ Commissioner's Signature	12/14/01 _____ Date

Jefferson County Commissioners

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

Ben Batenburg /s/ _____ Commissioner's Signature	_____ Date
Richard DeLatore /s/ _____ Commissioner's Signature	_____ Date
Adam Scurti /s/ _____ Commissioner's Signature	_____ Date

Belmont - Jefferson Workforce Policy Board

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

Jason ? Wilson /s/ _____ Authorized Representative's Signature	12/11/01 _____ Date
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Partner Agency

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

_____ Partner Agency	
_____ Authorized Representative's Signature	_____ Date

XII Prosecuting Attorney Review and Approval

I have read and approve this Memorandum of Understanding.

Frank Pierce /S/ Belmont County Prosecuting Attorney's Signature	12/11/01 _____ Date
_____ Jefferson County Prosecuting Attorney's Signature	_____ Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF VACANT POSITION

CASE MANAGER, DJFS

Commissioner Thomas announced that Cindy Berry has accepted the position of Case Manager for Child Support Investigations at the Belmont County Department of Job and Family Services effective Monday, December 31, 2001.

IN THE MATTER OF CERTIFICATION
BY LOCAL OFFICIAL OF PUBLIC HOUSING AUTHORITY
PLANS CONSISTENCY WITH THE COUNTY'S CONSOLIDATED PLAN/
BELMONT METROPOLITAN HOUSING

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Commission President Ryan E. Olexo to sign and submit the following:

Certification by Local Office of Public Housing Authority Plans Consistency with the Consolidated Plan

I, Ryan E. Olexo the President, Belmont County Commissioner certify that the Five Year and Annual PHA Plan of the Belmont Metropolitan Housing Authority is consistent with the Consolidation Plan of Belmont County prepared pursuant to 24 CFR Part 91.

Ryan E. Olexo /s/
Signed/Dated by Appropriate State of Local Official

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF RE-APPOINTING
APIARY INSPECTOR

Motion made Mr. Thomas and seconded by Mr. Probst to re-appoint Robert Gillespie, Jacobsburg, Ohio as Belmont County's Apiary Inspector for the year 2002.

Mr. Gillespie will be compensated at a flat fee of \$750.00 for the year. This fee includes mileage.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HONORING "CONNECTIONS"
BELMONT COUNTY'S ONE STOP
EMPLOYMENT, TRAINING AND RESOURCE

Motion made by Mr. Probst, seconded by Mr. Thomas to adopt the following Resolution:

WHEREAS, The establishment of a One-Stop Delivery System for workforce development services is a cornerstone of the reforms set in Title I of the Workforce Investment Act; and;

WHEREAS, The One-Stop Delivery System acknowledges there are two customers to serve within the employment process, the individual and the employers; and;

WHEREAS, Through the combined efforts of many Belmont County agencies, **"Connections"** Belmont County's One-Stop Delivery System was developed; and

WHEREAS, **"Connections"** Mission is to coordinate programs and resources in Belmont County so individuals have easy access to a seamless system of workforce investment services that will enhance their long term employability, and

WHEREAS, Connections offers businesses access to employment and training information that will meet their workforce and development needs, and

NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners do hereby dedicate Belmont County's One-Stop Delivery System **"Connections"** and express our appreciation to all the individuals whose efforts made this possible.

In Witness Whereof, the following have executed this instrument this 14th day of December 2001.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF AUTHORIZING
MORTGAGE DOWNPAYMENT ASSISTANCE PROGRAM
FOR MARK E. CONWAY/CHIP

Motion made by Mr. Probst, seconded by Mr. Thomas to authorize the Belmont County Community Housing Improvement Program's Downpayment Assistance Program in the amount of \$5,000.00 to Rochelle J. Cunningham (Single) for her Mortgage Deed on property located at 228 W. 41st Street, Shadyside, OH.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF DISCUSSION HELD

RE: COMMITTEE ON AGING

Commissioner Probst stated that concerning the Belmont County Committee on Aging (BCCoA), he had not signed any of the invoices submitted for over one and a half years and would not sign those put before him this day. He continued, "I will not sign any invoices until I am certain the expenditures are legal and valid." Commissioner Thomas stated that there were only two Commissioners present and if Commissioner Probst was refusing to sign the invoices, the Clerk of the Board would need to inquire with the County Prosecuting Attorney as to the correct procedure to handle the matter.

Commissioner Probst stated he would like to see a meeting set up. He continued," Some time ago the Commissioners submitted five or six questions to the Prosecuting Attorney pertaining to the Barnesville Senior Center expansion project. Marlin Harper, Attorney for the BCCoA has responded to one question. This is not to my satisfaction. There have been allegations that former Commissioner Bianconi and myself approved the expenditure of public funds out of the realm of the Commissioners Meeting - that is not true. I would like a meeting with former Commissioner Bianconi, Bill Eddy, the three current Commissioners, and someone from the Prosecuting Attorney's office to get answers. I have questions, I have them written if the media wants them. There is a line of credit that Mr. Laxton has taken out that this Board is paying interest on. While we are on the subject, there were two notices that were sent to Mr. Laxton asking for minutes of the COA Board meetings for last year. Dar, I would like to draft a letter to the Prosecuting Attorneys office asking him to request the meeting minutes for the last twelve months. That is all I have. Do we have a copy of the duties and responsibilities of the Committee on Aging?" Darlene Pempek, Clerk to the Commissioners stated the by laws were available. Commissioner Probst stated, "I am most concerned - If he has established a line of credit and used these funds for payment of expenses of the senior centers. This Board is in charge of these funds. The Barnesville project was not bid out. Mr. Laxton circumvented the bid process and submitted an invoice for forty-five thousand dollars. We as Commissioners have to bid out projects in excess of fifteen thousand dollars. Mr. Laxton took it upon himself and got a contractor he wanted and paid it out of that line of credit. We asked for detailed plans and costs of renovation of the Barnesville center expansion. He came and submitted vouchers and invoices after the project was complete. It should have gone to the lowest and best bid."

Commissioner Thomas stated the county prosecutor had been notified about the Barnesville Senior Center issue. Commissioner Probst continued, "We received a letter from Marlin Harper, Mr. Laxton said former Commissioner Michael Bianconi and myself said he didn't have to bid this expansion. This is totally untrue."

IN THE MATTER OF ADJOURNING

COMMISSIONERS MEETING AT 4:10 P.M.

Motion made by Mr. Olexo, seconded by Mr. Thomas to adjourn the meeting at 4:10 P.M.

Upon roll call the vote was as follows:

Mr. Olexo	Yes
Mr. Thomas	Yes

Read, approved and signed this 19th day of December 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

