

St. Clairsville, Ohio

February 11, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

**IN THE MATTER OF 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. Coffland, seconded by Mr. Thomas, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-ESRI Sales, Inc.	Maintenance-GIS Projects/General Fund	3,985.00
A-Lynn M. Schrum	Reimburse mileage-Chest Clinic/General Fund	9.20
A-Verizon Wireless	Cell-Adult Probation/General Fund	180.99
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	547.77
J-Belmont SWCD	January CAUV Work Completed/Real Estate Assessment Fund	1,503.33
N-Village of Barnesville	Sewer line/Cap. Projects/EORIP W/S Fund	250,000.00
S-ExhibitOne	Maintenance contract/Common Pleas Ct. Gen. Special Proj. Fund	5,000.00
S-Redwood Toxicology	Drug testing/Smart Ohio Pilot Grant	600.74
W-Lexis Nexis	Monthly charges/Law Library Fund	7,332.00

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the Recapitulation of Vouchers dated for February 11, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$561,094.11
A-GENERAL/AUDITOR	\$4,253.41
A-GENERAL/CLERK OF COURTS	\$117.41
A-GENERAL/PROBATE COURT	\$1,516.30
A-GENERAL/SHERIFF	\$40,050.57
A-GENERAL/911	\$2,382.90
E-911	\$12,441.50; \$1,246.01
H-Job & Family, CSEA	\$34,397.99
H-Job & Family, Public Assistance	\$232.00; \$6,528.30; \$97,840.58
H-Job & Family, WIA	\$21,362.34; \$130,483.43
K-Engineer MVGT	\$37,585.73
M-Juvenile Ct. – Placement I	\$27,313.48
M-Juvenile Ct. – Placement II	\$306.93
M-Juvenile Ct. Title IV-E Reimb.	\$255.89
N-Neffs Sanitary Sewer Project	\$11,091.00
P-Oakview Adm Bldg.	\$259.25
P-Sanitary Sewer District	\$81,158.92; 98,428.10; \$27,737.97; \$69,987.89; \$109.11; \$1,067.37; \$447.70
S-Certificate of Title Adm Fund	\$120.61
S-District Detention Home	\$7,444.37
S-Job & Family, Children Services	\$55,000.13; \$214,613.61; \$34,563.68
S-Juvenile Ct. Special Projects	\$416.00
S-Oakview Juvenile Residential Center	\$5,317.79; \$1,513.00
S-Port Authority	\$148.20
S-Senior Services	\$26,930.13
S-Sheriff CCW	\$2,735.00
S-Sheriff Commissary	\$1,952.22
U-Sheriff Reserve Account	\$320.95

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers within fund for the following funds:

**GENERAL FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	E-0057-A006-F01.002 Salaries-Employees	\$43,500.00
E-0257-A015-A15.074 Transfers Out	E-0057-A006-F02.010 Supplies	\$ 5,000.00
E-0257-A015-A15.074 Transfers Out	E-0057-A006-F05.003 PERS	\$ 6,500.00
E-0257-A015-A15.074 Transfers Out	E-0057-A006-F06.011 Veterinary Services	\$40,000.00
E-0257-A015-A15.074 Transfers Out	E-0057-A006-F08.000 Other Expenses	\$ 5,000.00

**BCSSD/VARIOUS FUNDS**

FROM	TO	AMOUNT
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P15.000 Other Expenses	\$20,000.00
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P05.000 Materials	\$3,000.00
E-3706-P055-P20.074 Transfers Out	E-3706-P055-P07.011 Contract Services	\$4,000.00
E-3711-T010-T01.000 Guarantee Dep Fund	E-3711-T010-T04.074 Transfers Out	\$10,000.00

**S77 COMMUNITY-BASED CORRECTIONS ACT GRANT**

FROM	TO	AMOUNT
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$313.00
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$203.44

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds:

**C55 MEDIATION FUND/PROBATE COURT AND THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1654-C055-C02.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$5,000.00

**S96 JUVENILE COURT-GENERAL SPECIAL PROJECTS AND THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1589-S096-S12.000 Other Expenses	R-0400-A000-A47.574 Transfers In	\$5,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR JANUARY, 2015**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of January, 2015.

<b>Gross Wages P/E 01/10/15 to 01/24/15</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500 <b>5,509.14</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500 <b>173.60</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500 <b>431.20</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500 <b>2,635.84</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500 <b>4,996.59</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500 <b>3,839.46</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500 <b>2,569.53</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500 <b>693.60</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500 <b>5,247.44</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500 <b>7,190.94</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500 <b>3,659.15</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500 <b>1,092.92</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500 <b>3,878.82</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500 <b>1,623.15</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500 <b>6,457.26</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500 <b>6,212.36</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500 <b>3,666.96</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500 <b>6,737.75</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500 <b>2,847.10</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500 <b>791.91</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500 <b>2,654.82</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500 <b>2,141.48</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500 <b>3,062.64</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500 <b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500 <b>289.96</b>
		<b>78,435.62</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500 <b>3,614.94</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500 <b>1,915.49</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500 <b>721.00</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500 <b>538.00</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500 <b>558.00</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500 <b>372.00</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500 <b>374.00</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500 <b>431.00</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500 <b>377.00</b>
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500 <b>366.76</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500 <b>843.00</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500 <b>44,054.62</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500 <b>7,824.42</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500 <b>2,947.66</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500 <b>933.86</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500 <b>14,433.32</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500 <b>3,866.16</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500 <b>403.20</b>

Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>347.20</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,190.94</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>885.66</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>1,095.13</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>971.79</b>
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,454.48</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>9,055.60</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>906.90</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,539.64</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>174.12</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>36.71</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	<b>116.46</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>673.08</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>7,104.66</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>8,099.33</b>
JUV ACCTBLY - BLOCK GRANT	E-0914-S35-S05.000	R-9895-Y095-Y01.500	<b>190.40</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>3,207.41</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>320.40</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>24,833.54</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>12,707.98</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>328.46</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.98</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,996.04</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>382.58</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>340.78</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>652.70</b>
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,089.36</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>272.62</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>441.40</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>579.80</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		<b>TOTAL</b>	<b>248,023.00</b>

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated Feb. 11, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

**AUDITOR** – Pam Neff and Tara Rollison to travel to Lancaster, OH, on Feb. 13, 2015, to attend a meeting for County Auditor's Assoc. Southeast District/BOR Rules and Procedures. A county car will be used. Estimated expenses: \$140.00

**COMMISSIONERS** – Ginny Favede and Matt Coffland to travel to Washington, DC, on Feb. 21-24, 2015, to attend NACo Legislative Conference. A county car will be used.

**DJFS** – Michael Schlantz to travel to Cadiz, OH, on Feb. 12 & Feb. 20, 2015, to attend Youth Council Meetings. Vince Gianangeli to travel to Newark, OH, on March 26-27, 2015, to attend Ohio Council on Welfare Fraud Conference. Joyce Bosold, Lisa Fijalkowski and Annette Witchey to travel to Newark, OH, on March 25-27, 2015, to attend Ohio Council on Welfare Fraud Conference. Estimated expenses for DJFS travel: \$931.60. William Marinacci to travel to Columbus, OH, on May 4-6, 2015, to attend Training on Content-Preservice Curr. Estimated expenses: \$389.80

**JUVENILE COURT** – Judge Mark Costine, Probation Officers, Court Administrator and Truant Officers to travel to Columbus, OH, on Feb. 25-27, 2015, to attend the InterCourt Conference.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

*Note: Commissioner Favede will join in the meeting after taking care of a family matter.*

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the minutes of the Belmont County Board of Commissioners regular meetings of January 14 and January 21, and January 28, 2015.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**IN THE MATTER OF ENTERING INTO A WATER USAGE AGREEMENT BETWEEN COMMISSIONERS, ACTING AS BCSSD NO. 3, AND THE VILLAGE OF BETHESDA**

Motion made by Mr. Coffland, seconded by M. Thomas to enter into a water usage agreement between the Belmont County Commissioners, acting as Belmont County Sanitary Sewer District No. 3, and the Village of Bethesda for the provision of District water to the Village. District agrees to furnish and Village agrees to accept a minimum of 50,000 gallons per day, but no more than 100,000 gallons per day (with exception of fire, emergency and disaster situations).

*Note: Water will be delivered by the District to the Village at a location along Noon Road.*

**AGREEMENT  
BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3  
AND  
VILLAGE OF BETHESDA**

THIS AGREEMENT MADE AND ENTERED into this 3rd day of February, 2015, by and between the Commissioners of Belmont County, Ohio acting for Belmont County Sanitary Sewer District No. 3 in Belmont County, Ohio, hereinafter referred to as the District, party of the first part, and the Village of Bethesda, Ohio a Municipal Corporation of Belmont County, Ohio, hereinafter referred to as the Village, party of the second part;

WITNESSETH:

Whereas, Belmont County Sanitary Sewer District No. 3, Belmont County, Ohio is organized and established under provisions of Chapter 6117 of the Revised Code of Ohio and owns its distribution system and other necessary facilities thereto; and

Whereas, the water of the District has a capacity which will permit it to serve the customers that it is now serving; and

Whereas, the Village of Bethesda is primarily a residential community located in close proximity to the District; and

Whereas, it is the desire of the District to make its water service available to the Village; and

Whereas, the Village desires to purchase water from the District;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE BELMONT COUNTY SANITARY SEWER DISTRICT NO. 3 IN BELMONT COUNTY, OHIO AND THE VILLAGE OF BETHESDA, OHIO, AS FOLLOWS:

- FIRST: The District will furnish water to the Village from the Belmont County Sanitary Sewer District No. 3 system of the same quality that the District supplies to other consumers.
- SECOND: The Belmont County Commissioners will furnish all material to complete a 4,700 foot 16 inch waterline extension along Noon Road to the place of the Village connection. The Village will not be required to pay debt service on this extension. However, this will not exempt the Village from debt service of future system upgrades.
- THIRD: Water shall be delivered by the District to the Village at a location along Noon Road in the vicinity of property owned by Bruce and Kyle Miller at a meter pit into the water line owned and maintained by the Village. Said installation of meter pit, meters, check valves and other appurtenances shall be at the expense of the Village. Domestic and fire line meters will be furnished by the Village. Both meters will be required to meet BCSSD specifications. The Village agrees to give a 5 year warranty. If any one or both meters fail to operate accurately within the first 5 years of installation, Village agrees to replace or repair at no charge to Belmont County. The District will own and maintain the meters after five (5) years.
- FORTH: The employees and/or agents of the District and Village shall have the right to make periodic checks at reasonable hours to ascertain whether or not said master meters are functioning properly. If a meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to failure, unless the District and the Village shall agree upon a different amount.
- FIFTH: Water will be furnished at a reasonable constant normal pressure and said pressure shall be sufficient to transfer water from the District system to that of the Village without additional pumping.
- SIXTH: The Village promises and agrees to take from the District the entire normal requirement of filtered water needed by said Village for distribution to its customers. Except for the western portion of the Village's distribution system from the connection with Barnesville to a valve located at Ed & Jacks Auto Repair Shop along S.R. 147.
- SEVENTH: The Village shall not install any device which may cause the water pressure of the District to be lowered. The District agrees to furnish and the Village agrees to accept, a minimum of 50,000 gallons/day, equivalent to 1,500,000 gallons/month, but under no circumstances shall the District be required to furnish more than 100,000 gallons/day (with exception of fire, emergency and disaster situations), of filtered water to the Village for distribution to its customers. The above quantities may be renegotiated after such time certain District water system upgrades are completed.
- EIGHTH: Subject to the provisions herein set forth, the Village shall pay for the water used by it in accordance with the following schedule:
- The rate per thousand gallons of water shall be the actual cost of supplying the water plus twenty per cent (20%) of said of cost.
  - The rate per thousand gallons of water will be five dollars and thirty nine cents (\$5.39) per thousand gallons for the next one (1) year as determined by audit.
  - Every one (1) year thereafter there shall be an audit to determine the actual cost of supplying the water per thousand gallons as of that date and the actual cost plus twenty per cent (20%) of said cost shall be the rate for the next one (1) year.
  - At least ten (10) days prior to the above mentioned audits, the Village shall be notified in writing so that the Village may be represented at the audit.
  - The Village will not receive rate adjustments for fire usage or water leaks.
  - Statements for the water used shall be rendered to the Village monthly, and are payable within thirty (30) days.
- NINTH: It is hereby further understood and agreed that the District shall not be responsible for any claims or damages for interruptions in service arising from causes beyond its control.
- TENTH: So that there will always be an adequate supply of water, it is further understood and agreed that the Village shall not extend its water service beyond its present boundaries without first receiving written permission from the Belmont County Board of Commissioners (ORC 6103.03).
- ELEVENTH: The Village will not be permitted to sell water in bulk for profit without written permission from the Belmont County Board of Commissioners. However, the Village will be permitted to install an automated filling station. Sales from this station will be for domestic use only.



#### ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Health, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Grow Early Intervention Program and as a sub-award of a grant issued by the U. S. Department of Education under Part C of IDEA grant, grant award number [H181A1200241] and CFDA number [84.181A].
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may—from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council—communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

#### ARTICLE V: DELIVERABLES

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

#### ARTICLE VI: TERMINATION AND AMENDMENT

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

#### ARTICLE VII: LIMITATION OF LIABILITY

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

#### ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in

Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.

- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE IX: CONSTRUCTION**

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

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<u>Vince Gianangeli /s/</u>	<u>2-6-15</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Stephen L. Williams /s/</u>	<u>2-5-15</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>Ginny Favede /s/</u>	<u>2-11-15</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>2-11-15</u>
Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>2-11-15</u>
Belmont County Commissioner	Date
Approved as to form:	
<u>David K. Liberati /s/ Assistant</u>	
Belmont County Prosecutor	

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**IN THE MATTER OF APPROVING AND SIGNING THE TITLE IV-D CONTRACT BETWEEN BELMONT CO. CSEA AND THE BELMONT CO. PROSECUTOR**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and sign the Title IV-D Contract between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2015 through December 31, 2015 in the maximum amount of \$81,332.40.

*Note: Funding is 66% federal share and 34% local share.*

**Ohio Department of Job and Family Services  
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the **Belmont** County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the **Belmont County Prosecutor** (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from **January 1, 2015 through December 31, 2015**, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case; One hour of legal services rendered for the purposes of establishing paternity, establishing orders, enforcing orders, prosecuting criminal nonsupport cases, and performing other specified tasks as related to the CSEA and IV-D programs. Contractor will only bill the CSEA for actual time worked on CSEA-initiated cases.  
The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.



\_\_\_\_\_  
Initials of Authorized CSEA Representative

\_\_\_\_\_  
Initials of Authorized Court Representative

**4. IV-D Contract Costs:**

- 4A. Unit Rate:** The Unit Rate for this IV-D Contract is \$44.69 per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

**4B. Total IV-D Contract Cost:** The Total IV-D Contract Cost is **\$81,332.40**

**5. Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

**5A.** Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$27,653.02	Local Sources
FFP Reimbursement	\$53,679.38	
Total IV-D Contract Cost	\$81,332.40	

**5B.** The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

- 6. Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
- 7. Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8:30 A.M.** and **4:30 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **all county and court holidays.**
- 8. Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
- 9. Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment. If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
- 10. Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
- 11. Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
- 12. Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
- 13. Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
- 14. Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
- 15. Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
- 16. Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at [www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).
- 17. Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
- 18. Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
- 19. Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 20. Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 21. Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 22. Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.



- 23. Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 24. Termination:** This IV-D Contract may be terminated:
- 24A.** By mutual agreement at any time after the date on which the two parties reach their decision.
  - 24B.** If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 24C.** If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 24D.** If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 24E.** If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 24F.** If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

<u>Vince Gianangeli /s/</u> Signature of CSEA's Representative 2-2-15 Date of Signature	<u>Vince Gianangeli, Director</u> Printed Name of CSEA's Representative
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<u>Daniel P. Fry /s/</u> Signature of Contractor's Representative 2-6-15 Date of Signature Prosecuting attorney Printed Title of Contractor's Representative	<u>Daniel P. Fry</u> Printed Name of Contractor's Representative 147 W. Main St Printed Street Address of Contractor St. Clairsville, OH 43950 Printed City, State, and Zip Code of Contractor
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<u>Matt Coffland /s/</u> Signature of County Commissioner or Representative 2-11-15 Date of Signature	<u>Mark A. Thomas /s/</u> Signature of County Commissioner or Representative 2-11-15 Date of Signature
<u>Ginny Favede /s/</u> Signature of County Commissioner or Representative 2-11-5 Date of Signature	<u>David K. Liberati /s/ Assistant</u> Signature of Prosecutor, if required by County Commissioners 2-11-15 Date of Signature

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**IN THE MATTER OF APPROVING AND SIGNING  
THE TITLE IV-D CONTRACT BETWEEN BELMONT CO. CSEA  
AND THE BELMONT CO. COMMON PLEAS COURT MAGISTRATE**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and sign the Title IV-D Contract between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2015 through December 31, 2015 in the maximum amount of \$ 34,716.43.

*Note: Funding is 66% federal share and 34% local share.*

**Ohio Department of Job and Family Services  
IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the **Belmont** County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the **Belmont County Common Pleas Court Magistrate** (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from **January 1, 2015 through December 31, 2015**, unless terminated

earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case; CSEA initiated entry that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will not bill for any non-CSEA initiated cases. The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

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Initials of Authorized CSEA Representative

\_\_\_\_\_  
Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$27.77 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$34,716.43

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$11,803.59	Local Sources
FFP Reimbursement	\$22,912.84	
Total IV-D Contract Cost	\$34,716.43	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M. on the following days (Monday through Friday) with the exception of the following days: all county and court holidays.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment. If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at [www.homelandsecurity.ohio.gov](http://www.homelandsecurity.ohio.gov).
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes

disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.

19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
  - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

<u>Vince Gianangeli /s/</u> Signature of CSEA's Representative <u>2-2-15</u> Date of Signature	<u>Vince Gianangeli, Director</u> Printed Name of CSEA's Representative
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<u>Frank A. Fregiato, Judge /s/</u> Signature of Contractor's Representative <u>2/4/15</u> Date of Signature Judge Printed Title of Contractor's Representative	<u>Frank A. Fregiato</u> Printed Name of Contractor's Representative <u>101 W. Main St</u> Printed Street Address of Contractor <u>St. Clairsville, OH 43950</u> Printed City, State, and Zip Code of Contractor
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<u>Matt Coffland /s/</u> Signature of County Commissioner or Representative <u>2-11-15</u> Date of Signature <u>Ginny Favede /s/</u> Signature of County Commissioner or Representative <u>2-11-15</u> Date of Signature	<u>Mark A. Thomas /s/</u> Signature of County Commissioner or Representative <u>2-11-15</u> Date of Signature <u>David K. Liberati /s/ Assistant</u> Signature of Prosecutor, if required by County Commissioners <u>2-11-15</u> Date of Signature
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**CONTRACT WITH ANNUAL INSPECTION/BELMONT CO. JAIL**

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter into a renewal agreement with SimplexGrinnell, LP for **Fire Alarm Parts and Labor Contract with Annual Inspection** for the Belmont County Jail in the amount of \$7,778.00, effective February 1, 2015 to January 31, 2016.

**Tyco / Fire & Security / Simplex Grinnell**

**SimplexGrinnell, LP**  
220 West Kensing Drive  
Cranberry Township, PA 16066  
Ph: (724) 741-3400  
Cell: (412) 292-9684  
Fax (724) 772-2667  
crock@simplexgrinnell.com

Co: 4983  
Belmont County Jail  
68137 Hammond Road  
Saint Clairsville, OH 43950  
Dear Valued Simplex Customer,

We want to thank you for the opportunity to provide our life safety products and services to your organization. It is a privilege to be your provider of choice.

Our records indicate that your equipment and/or services covered under your annual Service Agreement will expire on January 31, 2015. We would like the opportunity to provide you with the highest quality service by obtaining your approval for renewal at this time. Your Service Agreement assures you the highest factory trained technician's available, local and national parts availability as well as national technical and engineering support.

In order for your Purchase Order and your authorization to appear on your automatic renewal invoice, please complete the bottom of this letter and return to my attention as soon as possible. You can fax your authorization to 724-772-2667 or you can sign, scan and email it back to us at [jzeckowski@simplexgrinnell.com](mailto:jzeckowski@simplexgrinnell.com).

We thank you for your past trust in SimplexGrinnell. We are looking forward to your continued patronage. If you have any questions, please contact me.

Sincerely,  
*Jef Zeckowski*  
Total Service Manager  
724-741-3405  
[jzeckowski@simplexgrinnell.com](mailto:jzeckowski@simplexgrinnell.com)

**PURCHASE AUTHORIZATION**

**COVERAGE TYPE: Fire Alarm Parts and Labor Contract with Annual Inspection**

**COVERAGE PERIOD: February 1, 2015 to January 31, 2016**

**ANNUAL COST \$ 7,778.00** (+ TAX if applicable)

**PO#** \_\_\_\_\_ (IF REQUIRED)

**AUTHORIZED BY:** \_\_\_\_\_ (PLEASE PRINT)

**TELEPHONE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

Please fax back to 724-772-2667

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

**Note: Commissioner Favede joined the meeting.**

**IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL FROM DENNIS G. SCHWALLIE OF PECK, SHAFFER & WILLIAMS FOR SPECIAL COUNCEL SERVICES TO IMPLEMENT A TIF ARRANGEMENT**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and sign the proposal from Dennis G. Schwallie, Peck, Shaffer & Williams, A Division of Dinsmore & Shohl, LLC, in an amount not to exceed \$10,000.00 for special counsel services necessary to implement a tax increment financing (TIF) arrangement for properties comprising the proposed development project and surrounding areas in the Mall Road area.

**Dinsmore**

**DINSMORE & SHOHL, LLP**  
**191 West Nationwide Boulevard Suite 300**  
**Columbus, OH 43215**  
**www.dinsmore.com**

January 28, 2015

**Via Email and U.S. Mail**

County of Belmont, Ohio  
Courthouse  
101 West Main Street  
St. Clairsville, Ohio 43950  
Attention: Board of County Commissioners

Re: Engagement as Special Counsel to the County of Belmont, Ohio In Connection with Proposed Tax Increment Financing Project

The County of Belmont, Ohio (the "County") has requested this proposal for our services as special counsel to the County in connection with a proposed tax increment financing project to be undertaken in the Mall Road area. This letter will describe our understanding of the services to be undertaken and our responsibilities and fees.

**Scope of Services**

If retained by the County for this engagement, we understand that our scope of services would encompass, primarily, the implementation of a tax increment financing (TIF) arrangement for the properties comprising the proposed development project and surrounding areas, and in that connection, the preparation or review of economic development agreements, reimbursement agreements, funding agreements or other documents which the County may be asked to be a party to in connection with the proposed TIF arrangement.

In that connection, we expect to perform the following duties:

- (a) provide advice as special counsel to the County throughout the entire process of developing the TIF arrangement, including but not limited to providing legal analysis of various options;
- (b) draft or review the basic legal documents required for authorization and implementation of the TIF arrangement; these include the TIF resolution to be adopted by the Board of County Commissioners of the County and all related County proceedings and resolutions which might be required;

- (c) assure the County's compliance with applicable State laws in implementing the TIF arrangement; and
- (d) Be available for meetings with County officials, working group meetings and document sessions, as well as telephone consultations as needed.

In that regard, we have already engaged in various telephone conversations and meetings in connection with the proposed TIF arrangement and prepared an initial draft of a form of TIF Agreement.

**The scope of our services proposed by this letter is limited to those expressly set forth above. Among other things, unless otherwise engaged by the County, our duties would not include:**

- (a) bond counsel services for any bonds or notes that the County may issue in connection with the TIF project, as these services would be covered by a separate engagement with the County;
- (b) drafting State legislative amendments;
- (c) representing the County in any litigation related to the TIF project;
- (d) serving as financial advisor to the County, including making an investigation or expressing any view as to the creditworthiness or economic feasibility of the TIF project; and
- (e) any legal services not directly related to the implementation of the TIF arrangement, such as engineering and construction contract review, negotiation and compliance, litigation and real estate matters, which are customarily provided by the County's Prosecuting Attorney or other local counsel.

#### **Compensation and Reimbursement**

We propose to use an hourly basis as the method for determining our compensation for the services proposed above. Billing rates for our attorneys vary, depending upon experience and other factors. My hourly billing rate is \$425 which is the maximum rate that the County would be charged, i.e. the hourly rate for any other attorneys or paralegals than may work on the County's project would not exceed that amount. We attempt to accomplish our work on an efficient basis by using associates or paralegals under my supervision (with their lower billing rates) when appropriate.

For budgeting purposes, based upon (i) our current understanding of the proposed TIF arrangement, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the TIF project, and (iv) the responsibilities we will assume in connection therewith, we estimate that our total fees for the above services will not exceed \$10,000. Such estimated fee may vary if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with the County prior to any such adjustment. In addition, we would expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, fax charges, transcript preparation charges, filing fees, computer-assisted research and other necessary office disbursements.

Realizing that the County generally will not recognize any revenues from the proposed project in the form of payments in lieu of taxes (PILOTs) or otherwise with which to pay our fees until the conclusion of the implementation of the TIF arrangement, we will not submit a bill to the County for our services (which will be payable upon receipt) until the conclusion of this engagement, which will be when the appropriate Form DTE 24 is filed with the Belmont County Auditor. Fees and expenses for legal services such as those described above are eligible for inclusion in the project costs paid from the PILOTs or the proceeds of bonds or notes issued by the County for the project.

If the TIF project is abandoned, we would expect to be paid for our services provided and expenses incurred to the date of termination. In such event, we would submit a bill to the County at that time and we would work with the County to establish a mutually agreeable payment schedule.

It is common for legal fees incurred by the public body in a TIF project to be passed along to the developer or property owner requesting the creation of the TIF. Should the County do so, that developer or property owner will not be our client and an attorney-client relationship shall not exist between them and us, and we assume that those other parties will have separate legal representation of their choice. Our client in this matter will be the County, and an attorney-client relationship will exist between the County and us.

#### **Conflicts**

As you are aware, our firm represents many political subdivisions, companies and individuals, including various subdivisions that territorially overlap the County, such as City of St. Clairsville and the Eastern Ohio Regional Wastewater Authority. It is possible that during the time that we are representing the County, one or more of our present or future clients will have transactions with the County unrelated to the TIF arrangement. We do not believe such representation, if it occurs, will adversely affect our ability to represent the County as provided in this engagement letter, either because such matters will not be sufficiently different from the TIF matter so as to make such representations not adverse to our representation of the County, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the implementation of the TIF arrangement. Execution of this engagement letter will signify the County's consent to our representation of others consistent with the circumstances described in this paragraph.

However, if the County's proposed TIF arrangement will adversely affect or becomes contentious with any of our other clients, we will address the matter with the County and those clients to attempt to resolve any conflict or, at the County's or such client's request, withdraw from our representation so as to nullify that conflict.

#### **Miscellaneous**

We assume that we will have the full cooperation of the appropriate officials of the County and any others necessary to successfully complete the implementation of the TIF arrangement, including counsel to the other parties. We cannot, of course, guarantee the timing or outcome of legislative, administrative or judicial processes that may be necessary to complete this matter. Also, our proposed budget assumes cooperation among the parties, a relatively quick consensus among the parties regarding land use planning and the terms of documents, and no unexpected delays.

Our willingness to undertake the functions described herein with respect to the County's proposed TIF arrangement is based upon the facts available to us at this time. We understand that until we have been paid any fees for time and expenses owed to us under the terms of this engagement letter, the County will not seek to engage any law firm to provide the legal services describe above.

At the County's request, any papers and property furnished by the County to us will be returned promptly upon receipt of payment for outstanding fees and client charges relating to that transaction. Our own files, including lawyer work product, pertaining to any particular transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the matter covered by this engagement letter.

Upon execution of this engagement letter, the County will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this matter. We further assume that all other parties understand that in a transaction covered by this engagement letter we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as special counsel to the County are limited to those contracted for in this engagement letter; the County's execution of this engagement letter will constitute an acknowledgment of those limitations.

The County may terminate the contract evidenced by this engagement letter for any reason at any time, and upon such termination, will be responsible only for our fees and expenses incurred to the termination date.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

We would be pleased to discuss this letter, our firm or the proposed financing at your convenience, and you should feel free to contact the undersigned with respect to such matters.

Very truly yours,  
PECK, SHAFFER & WILLIAMS, A DIVISION OF DINSMORE & SHOHL LLP  
Per *Dennis G. Schwallie* /s/

Dennis G. Schwallie

DGS/skw

Accepted and agreed to this 11th day of February, 2015

COUNTY OF BELMONT, OHIO

By: Matt Coffland /s/  
County Commissioner

By: Mark A. Thomas /s/  
County Commissioner

By: \_\_\_\_\_  
County Commissioner

APPROVED AS TO FORM:

Daniel P. Fry /s/  
PROSECUTING ATTORNEY

**FISCAL CERTIFICATE**

The undersigned fiscal officer of the County of Belmont, Ohio, hereby certifies that the moneys required to meet the obligations of the County during 2015 under the foregoing Agreement have been lawfully appropriated by the Board of County Commissioners of such County for the purposes set forth in the Agreement and are in the treasury of the County or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Andrew L. Sutak /s/  
County Auditor

Dated: February 11, 2015

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Abstain

**IN THE MATTER OF APPROVING THE PRICE QUOTATION FROM DATACOM TO UPGRADE SECURITY MANAGEMENT SYSTEM SOFTWARE AT THE EASTER/NORTHERN COURT BUILDING**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the price quotation dated December 11, 2014 from DataCom in the amount of \$2,550.00 for all labor and materials required to upgrade the Security Management System (key card entry) software at the Belmont County Eastern/Northern Court Building in Bellaire, Ohio.

**DATACOM**

**11757 Market Street  
P.O. Box 600  
North Lima, Ohio 44452  
Office (330) 549-2200  
Fax (330) 549-2228**

December 11<sup>th</sup> 2014

RE: Vanderbilt software upgrade

Dear Dawna,

DataCom is pleased to quote you pricing for an upcoming project

Datacom will supply all materials and labor to complete the following:

1. Provide and install Vanderbilt software version 6.1 upgrade for your existing system.

Our price for this work is \$2,550.00

The price is for software and three days labor, should any unforeseen issue arise due to existing software and equipment this will all be an add at \$70.00 per hour.

Note: I.T. will need to be available for assistance and log-in rights

All work performed at your location shall be done to best-industry practices, by *Datacom Inc.* personnel trained in the installation and maintenance of this equipment.

As soon as we have your signed approval of this quote, we shall order parts and begin work at your location as soon as possible.

Acceptance of proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted

Signature

Regards

\_\_\_\_\_ date

Jeffrey Rowlands

DATE APPROVED 02/11/15

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

**BELMONT COUNTY COMMISSIONERS**

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**OPEN PUBLIC FORUM** – Richard Hord asked for an update on the East Ohio Regional Industrial Park. Mr. Thomas stated there have been numerous inquiries in that site. However, the inquiries have been contingent upon sewage being installed there. Sewage will be installed at the end of this winter based upon the agreement between Village of Barnesville, the County and the Port Authority. At the January meeting of the Port Authority, their board authorized the sale of 50 acres at that site. The purchasers have no specific plans but to construct buildings there and sell and/or lease them. Once the sewage gets in and there is continued infrastructure development there, you probably will see a number of businesses locate within the park.

Stanley Kaldor, owner of a 500 acre dairy farm in Mead Township, had complaints about his current real estate tax bill. He also has an oil and gas well on his property which made his taxes increase substantially and he disputes the amount owed. He was advised he was in the wrong office. The Ohio State Auditor sets the tax rates under Ohio law and the Treasurer sends out the tax statements under Ohio law. He was directed to the Belmont County Auditor’s Office for an explanation on how the taxes are calculated.

David Carson of Purple Land Management spoke of an issue they discovered with a lease and ratification they signed with Warren Township for 6.23 acres in Mt. Olivet. They thought the township owned the roads in the lease, but now after a title search believe them to be county roads. He wanted the board to sign their lease. He was advised of the process and that the Prosecutor would need to review. Also the county

only uses its own standard lease and does not accept less than \$8,200.00 per acre. The offer proposed in their lease was not close to this figure. Mr. Thomas noted all information presented by Purple Land Management would have to be confirmed with the County Engineer.

**BREAK**

**DISCUSSION HELD RE: SANITARY SEWER DISTRICT** – Director Mark Esposito brought to the board an issue his department was having with a property owner. Mr. Esposito is to prepare a letter to the property owner outlining the issues and have it reviewed by the Board of Commissioners and the Prosecutor before sending.

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Mark Esposito, Director, BCSSD, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:58 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**MEETING LEFT OPEN FOR POTENTIAL ACTION.**

**RECONVENED THURSDAY, FEBRUARY 12, 2015. ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:03 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF APPOINTING GARY B. ARMITAGE AS THE EXECUTIVE DIRECTOR OF SENIOR SERVICES OF BELMONT CO.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to appoint Gary B. Armitage as the Executive Director of Senior Services of Belmont County at an annual salary of \$55,000 beginning February 17, 2015.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes



**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:04 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:04 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

Read, approved and signed this 18th day of February, 2015.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY COMMISSIONERS

We, Mark Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK