

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., 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. Probst, seconded by Mr. Coffland, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Draft-Co., Inc.	Tax map conversion-GIS Projects/General Fund	988.82
A-Ohio Clerk of Courts	Clerk dues/General Fund	1,064.28
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	114.29
B-BCN Telecom, Inc.	Services/Dog Kennel Fund	22.59
E-AT&T	Wireless/911 Wireless Fund	560.90
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	161.60
P-Bridgeport Water Dept.	Services/WWS## Revenue Fund	15,614.00
P-Cintas Corp.	Supplies/BCSSD Funds	30.58
P-Norris Demolition	Refund/WWS#3 Revenue Fund	230.00
P-ZEP Manufacturing Co.	Supplies/BCSSD Funds	734.66
S-Asayo Creative	Contract-Oil & Gas Expo/Port Authority Fund	3,000.00
S-AT&T	Phone service/Port Authority Fund	155.05
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	490.00
S-Brandi Design	Changes to web/Probate Court Computer Fund	40.00
S-Hughes Xerographic	Copy bill/Port Authority Fund	30.79
S-McGhee & Co.	Flanagan stamps/Northern Ct. General Special Projects Fund	129.00
S-McGhee & Co.	Supplies/Eastern Ct. General Special Projects Fund	155.86
S-Treasurer State of OH	2010-2011 Audit/Port Authority Fund	41.00
S-Val-U-Check Business Products	New time-stamp machine/Clerk of Courts Computer Fund	648.18
W-Lexis Nexis	Monthly charges/Law Library Fund	7,184.00
W-Matthew Bender & Co.	Books/Law Library Fund	517.07
W-West	Information charges/Law Library Fund	530.96

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for April 11, 2012, as follow:

FUND	AMOUNT
A-GENERAL	\$5,694.97; \$38,906.54
A-GENERAL/AUDITOR	\$2,965.57
A-CHEST CLINIC	\$203.79
A-GENERAL/EMA	\$366.91
A-GENERAL/JUVENILE COURT	\$1,945.19
A-GENERAL/SHERIFF	\$30,713.84
A-GENERAL/911	\$2,453.76
B-Enforcement Education Fund	\$824.69
H-Job & Family, CSEA	\$58,483.53
H-Job & Family, Public Assistance	\$32,931.65; \$6,939.62; \$335.62
H-Job & Family, WIA	\$104,412.97; \$13,893.36
J-Real Estate Assessment Fund	\$1,540.75
K-Engineer MVGT	\$2,048.42; \$39,631.22; \$764.75
M-Juvenile Ct. – Title IV-E Reimb.	\$41.68
M-Juvenile Ct. – Truant Officer Grant	\$99.00
P-Oakview Admn. Bldg.	\$249.75
P-Sanitary Sewer District	\$3,752.77; \$1,294.42; \$1,047.05; \$3,258.81; \$58,850.79; \$11,037.74; \$21,074.47; \$7,343.13; \$15,000.00
S-Certificate of Title Adm. Fund	\$1,106.28
S-District Detention Home	\$782.37
S-Job & Family, Children Services	\$37,000.37
S-Job & Family, Senior Programs	\$16,974.42
S-Juvenile Ct. Computer Fund	\$40.00
S-Oakview Juvenile Residential Center	\$2,774.52
S-Sheriff Commissary	\$12,366.09
T-Sanitary Sewer District	\$43.00
U-Sheriff Reserve Account	\$1,939.90

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the General Fund.

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0251-A007-A03.000 Fairboard	\$75,000.00
	E-0051-A001-A15.012 Cruisers	\$70,096.41

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/JUVENILE COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the General Fund.

FROM	TO	AMOUNT
E-0082-A002-C31.002 Salaries	E-0082-A002-C32.010 Supplies (fuel & vehicle repairs)	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
TRUANT OFFICER GRANT FUND/JUVENILE COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Truant Officer Grant Fund.

FROM	TO	AMOUNT
E-0400-M079-M02.008 Fringes	E-0400-M079-M01.002 Salaries	\$ 1,500.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
SSD #2	SSD #2	
E-3705-P053-P16.074 OE TRANS OUT	E-3705-PO53-P05.000 MATERIALS	\$10,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
GENERAL FUND TO PUBLIC ASSISTANCE H00 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds from the General Fund to the Public Assistance H00 Fund.

FROM	TO	AMOUNT
E-0051-A001-A45.000 Harmony House General Fund	R-2510-H000-H23.574 Trans In Public Assistance (for Harmony House)	\$20,000

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER BETWEEN FUNDS FOR
THE COMMON PLEAS COURT GENERAL FUND AND
COMM BASED CORRECTIONS ACT GRANT FUND AND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds for the Common Pleas Court General Fund and the Comm Based Corrections Act Grant Fund.

FROM	TO	AMOUNT
COMMON PLEAS COURT GENERAL	COMM BASED CORRECTIONS ACT	
E-0061-A002-B05.000 Intense Probation-Clerk of Courts	R-1520-S077-S04.574 Transfers In	\$1,849.71

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2012**

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 March, 2012.

Gross Wages P/E 03/10/12 to 03/24/12

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,828.92
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	415.52
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	415.52
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,428.68
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,107.16
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,093.03
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,219.07
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,137.22
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,559.76
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,546.87
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,246.87
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,693.74
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,740.14
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,435.99
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,897.18
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,492.26
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	3,739.74
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,902.54
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,276.58
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,825.98
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,789.71
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.31
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>515.04</u>
			70,789.53
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	721.55
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,695.18
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	337.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	460.00
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	733.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	415.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	373.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	254.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	598.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,248.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	53,112.17
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	4,366.37
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	4,657.70
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,201.45
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	971.10
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	10,748.16
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,259.16
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	291.20
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	219.01
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,043.60
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	809.09
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	524.35
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	166.58
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	488.44
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,716.75
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,775.35
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	696.12
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,215.16
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	218.82
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	29.24
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	5,735.19
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,549.39

MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,890.27
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	90.23
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	21,603.72
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	11,192.08
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,168.98
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	624.26
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,158.06
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	167.20
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	114.20
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	548.12
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,625.84
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	196.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.43
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	525.22
			233,970.29

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland 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 April 11, 2012

E-0051-A001-A50.000 Budget Stabilization \$100,000.00
(Partial Proceeds from Pipe Creek Property sale)

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 11, 2012.

General

E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	694.42
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A23.000	Background	891.00
E-0131-A006-A24.000	E-SORN	200.00
E-0131-A006-A28.000	Shop W/Cop	500.00
E-0131-A006-A30.000	Lifesaver	10.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	0.00
E-1652-B016-B02.000	DUI	0.00

Commissary Fund

E-5100-S000-S01.010	Supplies	1,032.69
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	2,051.00
E-5101-S001-S07.012	Equipment	1,588.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	3,643.58
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND A-00**

Motion made by Mr. Probst, seconded by Mrs. Favede 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 April 11, 2012.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
GENERAL FUNDS***

A-00 GENERAL

E-0131-A006-A03.010 PO CLOSED	28.12
E-0131-A006-A07.000 PO CLOSED	6,312.59
E-0131-A006-A09.000 PO CLOSED	10,000.00
E-0131-A006-A10.000 PO CLOSED	355.33
E-0131-A006-A16.000 PO CLOSED	2,859.00
E-0131-A006-A19.000 PO CLOSED	2,775.18

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland 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 April 11, 2012.

E-0257-A015-A15.074 Transfers out \$74.15

- *Allstate Insurance Reimbursement for damages to Board of DD bus-DOL 2/23/12 (L. Hodgson)*
- **CORSA Claim #160022842; Allstate Claim # 0236008314**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland 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 April 11, 2012

E-0257-A017-A00.000 Contingencies \$20,000.00

(Partial Proceeds from Pipe Creek Property sale)

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 April 11, 2012.

E-2301-E011-E01.011 Contract Services \$ 11,622.80

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE CAPITAL PROJECTS FUNDS N-58**

Motion made by Mr. Probst, seconded by Mrs. Favede 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 April 11, 2012.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
CAPITAL PROJECTS FUNDS***

N-58 SARGUS REMODELING FUND

E-9058-N058-N02.013 PO CLOSED 1,873.04

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ENTERPRISE FUNDS**

Motion made by Mr. Probst, seconded by Mrs. Favede 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 April 11, 2012.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
ENTERPRISE FUNDS***

P-53 SSD #2 REVENUE

E-3705-P053-P07.011 PO CLOSED 25.00

P-55 SSD #3A REVENUE

E-3706-P055-P07.011 50.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S12 PORT AUTHORITY FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 28, 2012.

S12 PORT AUTHORITY FUND

E-9799-S012-S01.002	Salaries	10,000.00
E-9799-S012-S07.000	Pro Services	5,750.00
E-9799-S012-S08.003	PERS	<u>8,000.00</u>
TOTAL		23,750.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S025 CHILDREN SERVICES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 April 11, 2012.

S025 CHILDREN SERVICES FUND

E-2766-S025-S10.074 Transfers Out \$ 75,301.50

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE OAKVIEW JUVENILE RESIDENTIAL CENTER**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 11, 2012.

S30

E-8010-S030-S72.000 Capital Repairs 317.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 April 11, 2012.

OAKVIEW JUVENILE REHAB S030

S30

E-8010-S030-S40.000	Grant Holding Account	\$	0.00
E-8010-S030-S51.002	Salaries	\$	82,761.81
E-8010-S030-S53.000	Medical	\$	2,852.00
E-8010-S030-S55.010	Supplies	\$	54.26
E-8010-S030-S56.000	Motor Vehicles	\$	0.00
E-8010-S030-S57.000	Travel & Staff Development	\$	0.00
E-8010-S030-S58.000	Communications	\$	2,647.50
E-8010-S030-S59.000	Fuel/Utilities	\$	19,230.51
E-8010-S030-S60.000	Maintenance & Repair	\$	0.00
E-8010-S030-S63.000	General	\$	0.00
E-8010-S030-S65.000	Indirect Costs	\$	0.00
E-8010-S030-S66.003	PERS	\$	17,022.00
E-8010-S030-S67.004	Workers' Compensation	\$	5,434.75
E-8010-S030-S68.006	Hospitalization	\$	23,717.00
E-8010-S030-S69.007	Unemployment Compensation	\$	0.00
E-8010-S030-S70.005	Medicare	\$	1,372.85

Total: \$ 155,092.68

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SPECIAL REVENUE FUNDS S-33**

Motion made by Mr. Probst, seconded by Mrs. Favede 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 April 11, 2012.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED*
SPECIAL REVENUE FUNDS**

S-33 DISTRICT DETENTION HOME

E-0910-S033-S43.000	PO CLOSED	63.00
E-0910-S033-S63.012	PO CLOSED	381.96
E-0910-S033-S66.000	PO CLOSED	22.25

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 11, 2012.

E-1520-S077-S01.002	Salaries	1,662.53
E-1520-S077-S03.003	PERS	187.18

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mr. Coffland, 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 April 11, 2012.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T01.000 Grants \$ 100,190.00

Draw Number 146 – Grant #B-F-11-1AG-1

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 11, 2012.

E-1511-W080-P01.002 Salaries \$ 481.00

E-1511-W080-P07.006 Hospitalization 643.17

E-1511-W080-P07.006 Hospitalization 255.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Coffland Yes
Mrs. Favede Yes

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

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

DJFS SENIOR PROGRAM – Jack Irwin, Daisy Braun and Senior Members of the St. Clairsville Center to travel to various locations in April, 2012,

Linda Wells, Lawrence Wehr and Senior Members of the Barnesville Center to travel to various locations in April, 2012. Estimated expenses: \$136.00.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Coffland Yes
Mrs. Favede Yes

OPEN PUBLIC FORUM – The board heard from Phil Cleaver of the Tri-County Water Authority in Harrisville. He made reference to a letter from Sanitary Sewer Director Mark Esposito dated March 21, 2012, advising they were in arrears in the amount of \$3,366.28 that includes a 15% penalty of \$439.08. He stated Belmont Co. has stopped paying Tri-County. There are customers on Morgan Hill that are Belmont County customers, but Tri-County is the one supplying the water to them. Those customers are billed by Belmont County, make their payments to Belmont County, and then Belmont County reimburses Tri-County for the same. Tri-County has not received a payment from Belmont County since November. Each entity has stopped paying the other and is assessing penalties. He provided the history of the contract signed in 1995. It expired in 2005, but he said they had continued to operate under the 1995 contract. In December 2010, a temporary contract was negotiated that was to have a term of one year. Tri-County made some changes to the draft, but the new contract was never signed. Mr. Cleaver said in March 2011, Tri-County began acting as if the new contract was in place and stopped paying the monthly amount and instead paid for water that they took and paid more than the minimum amount that was required. He stated the bill they have received is for the eight month period that they did not take any water. Tri-County is asking that the board consider the fact that they had a new contract even though it had not been signed. He said Tri-County does not want an adversarial relationship. They need Belmont County for water to Morgan Hill. Mr. Probst asked that they let the board discuss this in more detail with Assistant Prosecutor David Liberati and Director Mark Esposito and to leave a contact phone number with the Clerk. Mr. Cleaver noted that the residents of Morgan Hill are currently paying \$12.30 per month. Tri-County customers are paying \$29.50 per month for 3,000 gallons. He said Tri-County is losing money on the water they supply to the Morgan Hill customers and would like to seek a resolution on this problem.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 21, 2012.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Coffland Yes
Mrs. Favede Yes

**IN THE MATTER OF ENTERING INTO THE 2012
PARTICIPATION AGREEMENT BETWEEN BELMONT CO.
AND THE COUNTY RISK SHARING AUTHORITY, INC. (CORSA)**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into the **2012 Participation Agreement** between Belmont County and the County Risk Sharing Authority, Inc. (CORSA) effective May 1, 2012 for a three-year renewal period terminating April 30, 2015; *2012-2013 CORSA Program Cost Total is \$473,218.00.*

Note: This is a decrease of \$16,731.00 from 2011-2012 program costs. Part of the reduction in program costs is due to participation in the Loss Control Incentive Program.

2012 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **County of BELMONT, Ohio (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of May, 2012 but actually executed on the 11th day of April, 2012.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by

the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2015.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To retain its membership in the County Commissioners Association of Ohio.
b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

f. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

g. To follow the loss reduction and prevention programs and procedures established by CORSA.

h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.

j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

a. To carry out educational and other programs relating to risk management.

b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.

c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.

d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.

e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.

f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.

g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Insurance coverages

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2012 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. MISCELLANEOUS

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:

Belmont County Board of Commissioners
101 W. Main Street
St. Clairsville, OH 43950

If to CORSA:

County Risk Sharing Authority, Inc.
209 E. State Street
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By: Sherry Barbosky /s/

COUNTY OF BELMONT

Matt Coffland /s/
Commissioner

Charles R. Probst, Jr. /s/
Commissioner

Ginny Favede /s/
Commissioner

APPROVED AS TO FORM

David K. Liberati /s/

Prosecuting Attorney

EXHIBIT A

(Summary of Coverages)

1) PROPERTY

- a. Building - Contents
- b. Valuable Papers
- c. Extra Expense
- d. Electronic Data Processing Equipment
- e. Contractors' Equipment
- f. Miscellaneous Inland Marine
- g. Property In Transit
- h. Auto Physical Damage

2) GENERAL LIABILITY

3) AUTOMOBILE LIABILITY

4) LAW ENFORCEMENT LIABILITY

5) PUBLIC OFFICIALS LIABILITY

6) CRIME

- a. Employee Dishonesty Bond
- b. Money and Securities
- c. Depositor's Forgery
- d. Money Orders and Counterfeit Paper Currency
- e. Fund Transfer Fraud
- f. Computer Fraud

7) COMPREHENSIVE BOILER AND MACHINERY

Note: Please refer to binders, cover notes, and policy on file for specific limits, terms, conditions, and exclusions.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTO A RENEWAL OF A VENDOR AGREEMENT WITH ATTORNEY REBECCA BENCH ON BEHALF OF BCDJFS

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a renewal of a Vendor Agreement with Attorney Rebecca Bench, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective March 1, 2012 through February 28, 2013 in the maximum amount of \$10,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide **Adult Protective Services - Legal Services** entered into this 23rd day of **February, 2012** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Rebecca Bench**, a provider of **Legal Services** hereinafter referred to as "Provider". This agreement will be effective from **March 1, 2012** through **February 28, 2013** inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$80.00 per hour for 125 Unit hours of service.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 11th day of April, 2012 .

Dwayne Pielech /s/ 4-4-1211

Department of Job and Family Services	Date	Provider	Date
Belmont County Department of Job and Family Services 310 Fox-Shannon Place St. Clairsville, Ohio 43950 (740) 695-1074			
<u>Charles R. Probst, Jr. /s/</u>			4/11/12
Belmont County Commissioners			Date
<u>Matt Coffland /s/</u>			4/11/12
Belmont County Commissioners			Date
<u>Ginny Favede /s/</u>			4/11/12
Belmont County Commissioners			Date
As approved to form:			
<u>David K. Liberati /s/</u>			4-9-12
Belmont County Prosecutor			Date

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH HISSOM'S CAR CARE ON BEHALF OF BCDJFS

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a Vendor Agreement with Hissom's Car Care, on behalf of Belmont County Department of Job & Family Services, for providing gasoline and other services to Title XIX (19) eligible individuals effective April 11, 2012 through June 30, 2013 in the maximum amount of \$15,000.00.

Note: This is for Title XIX individuals who have medical appointments out of the local area.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 11th day of April, 2012 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Car Care, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from April 11, 2012 through June 30, 2013 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973

and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- The maximum amount billable under this agreement is \$ 15,000.00.
- The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement.

This agreement signed on the 11th day of April, 2012.

Signature Dwayne D. Pielech /s/
Dept. of Job and Family Services

Signature _____
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 4-4-12
Signature Charles R. Probst, Jr. /s/
Signature Matt Coffland /s/
Signature Ginny Favede /s/
Belmont County Commissioners

Date _____
Date 4/11/12
Date 4/11/12
Date 4/11/12

Approved as to form David K. Liberati /s/
Prosecutor (Assistant)

Date 4-9-12

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AWARDING BID FOR ENGINEER
PROJECT 12-1 FURNISHING AND INSTALLING VARIOUS
EQUIPMENT ITEMS TO HENDERSON TRUCK EQUIPMENT**

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 12-1 for furnishing and installing three (3) new dump bodies, hoists, central hydraulics, snow plow and material spreader to the low bidder, Henderson Truck Equipment, in the amount of \$117, 796.80 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AWARDING BID FOR ENGINEER
PROJECT 12-2 RAMSAY RIDGE ROAD REPAIR PROJECT
(CO. RD. 5) TO BBR DRILLING COMPANY, INC.**

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 12-2 Ramsey Ridge Road Repair Project (County Road 5) to the low bidder, BBR Drilling Company, Inc., in the amount of \$267,845.00 based upon the recommendation of Fred Bennett, County Engineer.

Note: This is a FEMA project as a result of heavy rains last April and May.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF AWARDING BIDS AND ENTERING
INTO DEMOLITION CONTRACTS FOR THE FY 2010 BELMONT
CO. CIC BLOCK GRANT (CDBG) FORMULA ALLOCATION PROGRAM-
MARTINS FERRY PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid and enter into Demolition Contracts with Max Construction, Edgco, Inc. and Norris Demolition for the FY 2010 Belmont County Community Development Block Grant (CDBG) Formula Allocation Program-Martins Ferry Demolition Project, based upon the recommendation of A.C. Wiethe, Belomar Assistant Director of Management Services and the City of Martins Ferry, as follows:

Contractor	Amount	Location
Max Construction	\$7,500.00	520 Crawford St.
Edgco, Inc.	\$8,900.00	617 S. Zane Hwy.
Edgco, Inc.	\$8,150.00	114-10 th St.
Norris Demolition	\$5,777.00	801 Euclid Ave.

DEMOLITION CONTRACT

This Agreement, made this 11th day of April, 2012 by and between (SEE ABOVE NAMES) hereinafter called the "Contractor" and the Belmont County Commissioners hereinafter called the "Local Public Agency" for the consideration stated herein mutually as follows:

1. **STATEMENT OF WORK**

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services and perform and complete all work in an efficient and workmanlike manner, as follows:

Description of Work

Demolish, remove debris and backfill with selected materials from the property located at 56164 Church Lane, 65117 School Street, 65197 School Street, Neffs, Ohio; all in strict accordance with the technical specifications which are attached to and form a part of this Contract as fully as if they were herein repeated. Work is only permitted to take place during the regular business hours of the Local Public Agency unless other hours of operation are permitted by approved change order.

2. **THE CONTRACT PRICE**

The Local Public Agency will pay the Contractor for performance of the Contract, in current funds, the sum of (SEE ABOVE AMOUNTS) with no salvage value. The Local Public Agency before making payment, may require the Contractor performing the work to furnish releases of liens and/or receipts from any or all persons performing work and supplying material or services to the Contractor, for work under supplying material or services to the Contractor, for work under this Contract, if this is necessary to protect its interests.

3. **SUBCONTRACTING/ASSIGNMENT**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract with the exception of rodent/pest extermination and/or asbestos abatement as required in the technical specifications. Likewise, **assignment of this contract in whole or part is prohibited.**

4. **COMPLIANCE WITH "DAVIS-BACON ACT"**

In the event the scope of work under this Contract involves the demolition and clearance of 8 or more residential housing units, or involves non-residential property of any kind with a contract value of more than \$2,000, compliance with Davis-Bacon Act shall be required and payment of prevailing wages and benefits must be made by the Contractor and any subcontractors to employees working under this Contract. In the event Davis-Bacon Act compliance is required, the Local Public Agency will provide the contractor/bidder with a copy of the General Wage Decision as a part of the bid packet. Wage Posters, a copy of the publication "Making Davis Bacon Work - A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects", and other additional information will be provided to the selected Contractor after the contract is awarded. The Local Public Agency will require the submission of certain reports/documents/certifications prior to payment in the event this provision applies.

5. **PERMITS AND CODES**

The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the Federal, State and Local Government and shall at his/her own expense, secure and pay the fees or charges for all permits required for the performance of the Contracted Work.

6. **CARE OF WORK**

The Contractor shall be responsible for all damages to persons or property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency. In the event damages are alleged to have occurred to adjacent property as a result of the Contractor's work and the Contractor cannot settle the matter informally with the adjacent property owner, the Local Public Agency reserves the right to either delay payment to the Contractor until the dispute is resolved or deduct from the amount owed under this contract, the amount necessary to correct such damages.

7. **RISK OF LOSS**

The Contractor shall accept the site in its present condition and shall inspect the site for its character, condition and the type of structures to be demolished. The Local Public Agency assumes no responsibility for the condition of existing buildings or structures, and other property on the demolition site, or the condition of property before or after the solicitation for bids. No adjustment of the bid price or allowance for any change in conditions that occur after acceptance of bids will be allowed.

8. **VACATING OF BUILDINGS**

The structure(s) identified in the contract documents were vacant at the time of bidding. In the event the Contractor finds that any structure is not vacant, the Contractor shall immediately notify the Local Public Agency and shall not begin demolition or clearance work until further directed by the Local Public Agency. No claim of extension of time or increased price will be considered because of occupancy of buildings. In case such occupancy is prolonged, the Local Public Agency reserves the right to terminate the contract. The Contractor shall inspect all buildings and structures to determine they are vacant prior to beginning demolition work.

9. **CHANGES IN WORK**

- a. The Local Public Agency may make changes in the work required to be performed by the Contractor by making additions thereto, by omitting work there from, or by changing requirements from those specified without invalidating this Contract and without relieving or releasing the Contractor from any of his/her obligations under this Contract. All such work shall be executed under the terms of the original contract unless it is expressly provided for otherwise by change order.
- b. Except for the purpose of affording protection against an emergency endangering life or property, the Contractor shall make no change in scope of work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of this Contract unless in pursuance of a written change order from the County authorizing the change. No claims for an adjustment of the contract price will be valid unless so ordered.
- c. Each change order shall include in its final form, a description of the change in the work, the Contractor's definite statement as to the resulting change in the Contract price and/or time, and the statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the change order.
- d. Any request for a change order, either by the Local Public Agency or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the Local Public Agency, and signed by the Local Public Agency and Contractor. All change orders shall be made using forms provided by the Local Public Agency. Any agreements

not signed as heretofore indicated shall be considered null and void. Unless otherwise specified, any change order resulting in an increase in cost shall be the responsibility of the Local Public Agency.

10. **GENERAL GUARANTEE AND WARRANTY**

The Contractor warrants that all work completed by the Contractor and any subcontractor shall be of good quality and done in a neat and workmanlike manner. The Contractor shall promptly remedy any defect in the work for a period of 1 year from the date of final acceptance by the Local Public Agency unless a longer period is specified. The Local Public Agency will give notice of observed defects with reasonable promptness.

11. **ACCIDENT PREVENTION**

a. The Contractor shall exercise proper precaution at all times for the protection of persons or property, either on or off the site, which occur as a result of his performance of work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention for Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of deaths, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

12. **INDEMNIFICATION OF LOCAL PUBLIC AGENCY**

The Contractor shall indemnify and save harmless the Local Public Agency from liability for any injury or damages to persons or property resulting from his performance of work under the contract.

13. **INSURANCE**

a. The Contractor shall carry **Worker's Compensation Insurance** for all his/her employees in accordance with State Worker's Compensation Laws.

b. The Contractor shall carry **Liability Insurance** with limits of not less than the **\$300,000.00** coverage for personal liability to protect the Contractor against claims for injury to or death to one or more than one person due to accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or hauling materials or debris from the site.

c. The Contractor shall carry at least **\$100,000.00 Property Liability Insurance**. The insurance policy must specify that the Contractor is covered for "Demolition and Collapse".

14. **BOND REQUIREMENTS**

The Contractor shall post a labor and material payment (performance) bond with the County for one hundred (100) percent of the contract amount to assure faithful performance of the contract entered into.

15. **REMOVAL AND SALVAGE OF EXISTING BUILDINGS**

a. The Contractor shall demolish the buildings and structures as specified in the technical specifications, and unless otherwise specified, no dwelling structure shall be removed from the premises in a whole or substantially whole condition, but all such buildings shall be demolished on the premises.

b. Upon the demolition of a building or structure in accordance with this Contract, **such building or structure or the remains thereof shall become the property of the Contractor**, except that personal property of third persons or the occupants of such buildings shall not become the property of the Contractor.

c. Storage of salvage materials and equipment on the project area will be permitted only for the duration of the Contract and such storage shall at no time interfere with the activities of the Local Public Agency or of other contractors.

16. **REGULATIONS PURSUANT TO "COPELAND ANTI-KICKBACK ACT"**

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Copeland Anti-Kickback Act" (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874; and Title 40 U.S.C.; Section 276(c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of statements required of subcontractors there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

a. If the contract or subcontract amount is \$10,000 or less, the following conditions apply:

During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin.- The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth the provisions of this nondiscrimination clause.

2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color, or national origin.

3. The Contractor will send to each labor union or representatives or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or worker's representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

5. The Contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations, and orders of the said Committee or by the U.S. Department of Housing and Urban Development pursuant thereto and will permit access to his books, records, and accounts by the owner and the United States Government for the purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, and the contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10924 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions as may be imposed and remedies invoked as provided in the Said Executive Order or by rule, regulations, or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.

7. The Contractor will include the provisions of the paragraphs 1 through 6 above, in every subcontract or purchase order unless exempted by rules, regulations, or order of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 or Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June

22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or order as the owner may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the owner, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

b. If the contract or subcontract is greater than \$10,000, the following conditions apply:

During the performance of this contract, the contractor agrees as follows:

1. The Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority participation	Goals for Female participation
6.9%	6.9%

These goals are applicable to all the Contractor's work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Belmont County, Ohio.

5. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246, as amended).

A. As used in these specifications:

1. "Covered area," means the geographical area described in the solicitation from which this contract resulted.
2. "Director" means Director, Office of the Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
3. "Employer Identification Number" means the Federal Identification Number or Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. "Minority" includes:
 - (i) "American Indian or Alaska Native" means a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment;
 - (ii) "Asian" means a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam;
 - (iii) "Black or African American" means a person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American";
 - (iv) "Hispanic or Latino" means a person of Cuban, Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino"; and
 - (v) "Native Hawaiian or Other Pacific Islander" means a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

B. Whenever the Contractor, or any Subcontractor subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participation in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G.1 through 16 of this section. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices, and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its

actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.
 5. Develop on-the-job training opportunities and/or participate in the training programs for the area, which expressly include upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G.2 above.
 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation by assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time, and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 8. Disseminate the Contractor's EEO policy externally including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 11. Validate all tests and other selection requirements where there is an obligation to do so under State or Federal regulations.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
 17. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G. 1 through 17). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under G.1 through 17 of this section provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the

Contractor has achieved its goals for women general, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - K. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Orders 12549 and 12689, as amended.
 - L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 12549 and 12689, as amended, and its implementing regulations, by the Office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of this Contract and Executive Order 12549 and 12689, as amended.
 - M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 - N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 - O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
18. **Certification of Nonsegregated Facilities**
By submission of his/her bid and execution of this Contract, the Contractor or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The Contractor or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding 10,000 dollars which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).
* parking lots, drinking fountains, recreation or entertainment areas.
19. **Civil Rights Act of 1964**
Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
20. **Section 109 of the Housing and Community Development Act of 1974**
No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
21. **"Section 3" Compliance in the Provision of Training Employment and Business Opportunities**
If the contract or subcontract is greater than \$100,000, the following conditions apply:
- a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u. (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Contractor agrees to send to each labor organization or representative or workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers; representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
22. **Certification of Compliance with Air and Water Acts**
If the contract or subcontract is greater than \$100,000 the following conditions apply:

- a. Compliance with Clean Air and Water Acts
During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., Executive Order 11738, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
1. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 2. Agreement by the Contractor to comply with all the requirements of Sections 114 and 306 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1251) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114, Section 306 and Section 308, and all regulations and guidelines issued there under.
 3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EP A List of Violating Facilities.
 4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
23. Special Contract Conditions Pertaining to Minority/Women=s Business Enterprise
- a. MBE/WBE Policy and Goal
It is the goal of the Local Public Agency MBE/WBE Program that 6.9% of its total contract Dollars available through Federal CDBG/HOME Funds be expended for the performance of contracts and subcontracts executed by MBE/WBE participants as defined in the Local Public Agency's MBE/WBE Affirmative Action Program.
To establish a contractor/bidder as responsive, it shall be the responsibility of the contractor/bidder to utilize MBE/WBE subcontractors and suppliers for portions of the work, as appropriate, or to demonstrate sufficient reasonable efforts to obtain MBE/WBE participants.
- b. Pre-Contract Obligations
A properly submitted bid shall commit the contractor/bidder to exercise positive efforts to comply with the MBE/WBE policy to achieve the stated participation goals and any such bid shall be deemed, relative to MBE/WBE compliance, to the responsive. Such positive efforts shall be exercised by the contractor/bidder through MBE/WBE subcontracts to the fullest extent possible consistent with the efficient performance of the scope of work defined in this Contract and Technical Specifications.
To demonstrate MBE/WBE compliance and goal achievement, the contractor/bidder shall provide the following information with his/her bid:
1) Name and address of the MBE/WBE subcontractor(s) and/or supplier(s), contact person, federal identification number, type of construction and/or supply subcontract and dollar amount of subcontract.
If the information provided does not demonstrate that the contractor/bidder will achieve the stated MBE/WBE goals, the bid may still be considered responsive if the contractor/bidder is able to demonstrate sufficient reasonable efforts to obtain MBE/WBE participants.
- c. Definitions of Sufficient Reasonable Efforts
To demonstrate sufficient reasonable efforts to meet the MBE/WBE requirements, a contractor/bidder shall document the steps taken to obtain MBE/WBE participation including, but not limited to:
1) Written notification, including newspaper publications, to MBE/WBE firms that their interest in the contract is solicited;
2) Efforts made to select portions of the work proposed to be performed by MBE/WBE firms in order to increase the likelihood of utilizing MBE/WBE firms; and
3) Efforts to negotiate with MBE/WBE firms for specific subcontracts including identification of the firms and a statement of why agreements were not reached. When the MBE/WBE negotiation was unsuccessful due to failure to agree on price, the contractor must be able to document that the subcontractor selected bid was on the same work segment under negotiation with the MBE/WBE.
- d. Technical Assistance
Upon request, the Local Public Agency will make available to contractors appropriate resources including the list of agencies who may provide technical assistance services to Minority and Women's Business Enterprise and a list of known MBE/WBE firms eligible to participate in the procurement process for the contractor/bidder's use in soliciting MBE/WBE participation. This technical assistance is intended only to provide potential resources to contractor/bidders and does not relieve the contractor/bidder of the responsibility for affirmatively promoting MBE/WBE participation in the procurement process.
- e. Minority/Majority Ventures, Etc.
For purposes of determining the degree of goal attainment through minority/majority joint ventures, minority subcontractors and minority suppliers, the following methodology will be used.
1) A joint venture consisting of a minority and majority or women/majority business enterprises, functioning as prime contractor, will be credited with MBE or WBE participation on the basis of percentage of the dollar amount of the work to be performed by the MBE/WBE. For example, if a minority/majority joint venture proposes to perform 50 percent of a project and 50 percent of the work is to be performed by the minority partner in the joint venture, minority participation will be credited as 25 percent of the contract work,
2) An MBE/WBE contractor/bidder will be credited with minority participation for the portion of the contract, which it performs and for the portion subcontracted, to minority firms. For example, if the MBE bidder proposes to perform a project and subcontracts 25 percent of the work to a majority firm and 25 percent to a minority firm, minority participation will be credited as 25 percent.
- f. Responsibility Determination
In the event a contractor/bidder is unable to objectively demonstrate positive efforts to meet the stated MBE/WBE goals, the bid may be rejected as non-responsive.
It is the goal of the Local Public Agency to afford maximum opportunities to minority and women's firms to participate in the bidding and contracting process. However, in situations where all contractor/bidders for a project have exercised good faith efforts to solicit MBE/WBE participation but have been unsuccessful in these efforts, the Local Public Agency shall have the option to proceed with awarding a contract for performance of the work. In such situations, the Local Public Agency shall discuss with the contractor the reasons for the lack of success and shall seek to identify actions, which may help resolve such problems in future bidding activities.
- g. Geographic Area
Contractors shall, at a minimum, seek MBE/WBE firms in the same geographic area in which they seek subcontractors and suppliers generally for a given solicitation. If the contractor cannot obtain MBE/WBE firms from this geographic area, the contractor/bidder, as a part of his efforts, shall expand his search to a reasonable wider geographic area.

- h. Defaulting Subcontractor/Supplier
In the event an MBE/WBE subcontractor or supplier is unable to perform successfully, the prime contractor is required to make good faith efforts to replace the subcontractors and supplier with an eligible and qualified MBE/WBE firm.
 - i. Special Documentation
The Local Public Agency reserves the right to request satisfaction factory documentation of ownership and/or control of any firm identified as a Minority or Women's Business Enterprise. The timely submission of such documentation to the Local Public Agency is the sole responsibility of the contractor.
 - j. Monitoring
The Local Public Agency will monitor MBE/WBE participation and achievement through the course of the contract to assure the MBE/WBE commitment as identified in the bid documents, is met. The prime contractor must report any and all changes in the subcontractors and/or suppliers which might affect the timely performance of the work and/or the achievement of the MBE/WBE objective.
Should changes in subcontractors or suppliers be necessary, compliance with subparagraph h above shall apply.
24. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**
No officer, employee, or member of the federal government or governing body of the Local Public Agency who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.
25. **ORGANIZATIONAL CONFLICT OF INTEREST**
- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a prospective contractor's organizational, financial, contractual or other interests are such that:
 - 1. award of this Contract may result in an unfair competitive advantage;
 - 2. the Contractor's objectivity in performing the contract work may be impaired; or
 - 3. the Contractor has disclosed all relevant information and requested the Local Public Agency to make a determination with respect to this Contract.
 - b. The Contractor agrees that if after award he/she discovers an organizational conflict of interest with respect to this Contract, he/she shall make an immediate and full disclosure in writing to the Local Public Agency which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Local Public Agency may, however, terminate this Contract for the convenience of the Local Public Agency if it would be in the best interest of the Local Public Agency.
 - c. In the event the Contractor was aware of an organizational conflict of interest prior to the award of this Contract and intentionally did not disclose the conflict to the Local Public Agency, the local Public Agency may terminate the Contract for default.
 - d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the Local Public Agency and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance of work under this Contract.
26. **INSPECTION BY LOCAL PUBLIC AGENCY**
The Local Public Agency shall have the right to inspect the work at all times and at the completion thereof.
27. **PAYMENT**
An invoice for payment shall be submitted only after all work under this project is complete and the Local Public Agency has inspected and approved the condition of the work site. The following shall accompany the invoice for payment:
 - a. receipts for rodent/pest extermination if required under this Contract;
 - b. receipts from the State-approved disposal site where debris under this Contract was taken by the Contractor for disposal; and
 - c. receipts from licensed septic tank waste hauler; and
 - d. certification of lien releases and waiver of claim from subcontractors and/or suppliers.Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made.
28. **TIME FOR COMPLETION**
The work, which the Contractor is required to perform under this Contract, shall be fully 100 percent completed within **thirty (30)** consecutive calendar days following execution of this contract. **No extension of time shall be granted or excusable delays permitted for any reason whatsoever unless by approved change order.** Liquidated damages in the amount of \$50.00 per day for each calendar day beyond thirty (30) days shall be deducted from the contract amount. The Local Public Agency shall not be obligated to notify the contractor in advance when liquidated damages begin to accrue.
29. **EXCUSABLE DELAYS**
The contractor shall not be charged with liquidated damages for any delays in the completion of work due:
 - a. To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
 - b. To any acts of the Local Public Agency;
 - c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
 - d. To any delay of a subcontractor occasioned by any of the causes specified in subparagraph a., b., and c. above. Provided, however, that the contractor promptly (within 10 days) notifies the Local Public Agency in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the Local Public Agency shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
30. **RECORDS RETENTION**
The Contractor shall retain all records related to this Contract for 5 years after final payment is made and all pending matters related to this Contract are closed. The Contractor shall permit access by the Local Public Agency, the U.S. Department of Housing and Urban Development (HUD), the State of Ohio, and the Comptroller General of the United States, or their designees to any books, documents, papers and records of the Contractor for the purpose of audit examination, excerpts and transcripts.
31. **TERMINATION OF CONTRACT**
The Local Public Agency may terminate this Contract at any time for cause or convenience by giving written notice of such to the Contractor 10 days in advance of such termination as follows:
 - a. Termination of Clause
If the Contractor should breach this Contract or fail to perform the services required by the Contract, the Local Public Agency may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the Local Public Agency, the Contract may be terminated by the Local Public Agency at any time thereafter upon written notice to the Contractor or, in the alternative, the Local Public Agency may give such extension of time to remedy the breach as the Local Public Agency determines to be in its best interest. The Local Public Agency's forbearance by not terminating the Contract for

a breach of contract shall not constitute a waiver of the Local Public Agency's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the Contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Local Public Agency for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

b. Termination of Convenience

The contract may be terminated by the Local Public Agency in whole or in part for the convenience of the Local Public Agency without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the Contract is terminated in whole or in part for the convenience of the Local Public Agency, the Contractor shall be entitled only to payment for work done prior to the notice of termination and thereafter shall be entitled to payment for work, if any, not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

By: _____
Title: _____

BELMONT COUNTY COMMISSIONERS

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.
President

Certificate of Fund Availability:
Andy Sutak /s/
Andy Sutak
Auditor

Approved as to Form and Legality:
David K. Liberati /s/ (Assistant)
Chris Berhalter
County Prosecutor

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING BOARD PRESIDENT TO EXECUTE THE AMENDMENT TO THE JUVENILE COURT'S DYS SUBSIDY GRANT (M60)

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize the Board President Charles R. Probst, Jr. to execute the amendment to the Belmont County Juvenile Court's Department of Youth Services Subsidy Grant (M60) in the amount of \$11,250.52 as follows:

Current Budget \$257,822.28
Revised Budget \$269,072.80

Note: This amendment is for the purchase of drug screens, GPS electronic monitoring, a summer intern and educational supplies for the C-Cap Intensive Probation program.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF APPROVING AN ADDITIONAL \$25,000.00 FROM LODGING TAX RECEIPTS TO COVER EXPENSES FOR A SPECIAL CULTURAL ENHANCEMENT GRANT FOR MUSEUMS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$25,000.00 from the lodging tax receipts for the month of April to cover additional expenses for a special Cultural Enhancement Grant for museums in Belmont County.

Note: This is in addition to their monthly \$20,000 allotment for operating expenses.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION HELD: Mr. Molnar of the Tourism Board said each county museum will receive \$5000.00 and will be requested to submit receipts on how the money is spent.

IN THE MATTER OF APPOINTING COMMISSIONER MATT COFFLAND AS THE BOARD'S REPRESENTATIVE TO THE JEFFERSON/BELMONT SOLID WASTE AUTHORITY BOARD

Motion made by Mr. Probst, seconded by Mrs. Favede to appoint Commissioner Matt Coffland as the board's representative to the Jefferson/Belmont Solid Waste Authority Board effective immediately through December 31, 2012 to fill the unexpired term of Commissioner Favede who has resigned.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF OF THE ANNUAL STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENT WITH ERB ELECTRIC COMPANY/BUILDINGS AND GROUNDS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the renewal of the annual **Standby Generator Preventative Maintenance Agreement** with ERB Electric Company in the amount of \$350.00 for the Belmont County Courthouse Generac QTO36 generator, based upon the recommendation of Jack Regis, Facilities Manager.

Standby Generator Preventative Maintenance Agreement

This agreement made this 7th day of April between ERB Electric Company and:

Customer Name: Belmont County Commissioners
Address: 101 W. Main Street
City, State, Zip: St. Clairsville, Ohio 43935
Telephone Number: (740) 699-2155
Fax Number: (740) 699-2156
Contact Name: Jack Regis, Facilities Manager
Generator Make/Model: General QT036

In consideration of the agreement herein contained:

- 1) The customer agrees to remit the amount of **\$350.00** plus tax unit(s) for a period of one year payable within **30** days after receipt of invoices From Erb Electric.
- 2) Erb Electric agrees to perform preventative maintenance service per the attached form **TWO** times a year approximately **6** month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items:
 - *Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubrication system.
 - *Replace air filter element as required.
 - *Replace fuel filter and clean fuel strainer as required.
 - *Inspect and pressure test coolant system, add rust inhibitor and antifreeze to the system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
 - *Replace antifreeze and flush cooling system every five years.
 - *Inspect all rubber belts and hoses.
 - *Service batteries, cables, and terminals. Check and adjust charging system.
 - *Check starter and starting system.
 - *Check A.C. generator, clean, adjust, lubricate as required.
 - *Inspect transfer switch, clean, adjust and test all models, both with and without loads.
 - *Test exercise system, reset to owner's request as required.
 - *Load test entire system (with owner's authorization).
 - *Provide a written report on the condition of the unit after service is completed.
- 3) The customer authorizes Erb Electric to perform repairs deemed necessary for proper operation of the standby power system at the time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric prevailing labor rates plus parts cost and prevailing mileage rates should additional trips be required.
- 4) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other acts beyond the control of Erb Electric.
- 5) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.
- 6) Either party may cancel this agreement within thirty days written notification.

Signed:

<u>Jack Regis /s/ Facilities Manager</u>	<u>Barbara Thornton /s/</u>
Owner or Owner's Agent	Erb Electric Company
<u>April 10, 2012</u>	<u>4-21-12</u>
Date	Date

Please Check One:

<input type="checkbox"/> Annual	\$ 250 per Unit
<input checked="" type="checkbox"/> Semi-Annual	\$ 350 per Unit

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL ALLOCATION OF GENERAL FUND MONIES TO THE BELMONT CO. AGRICULTURAL SOCIETY

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the additional allocation of \$ 75,000.00 from the Belmont County General Fund to the Belmont County Agricultural Society for fairground paving and a skid steer.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

DISCUSSION HELD RE: FAIRGROUND PAVING AND SKID STEER PURCHASE – The board explained their decision to allocate additional monies for paving and to purchase a skid steer. Mr. Coffland said that last year he drove some handicap children around the fair grounds in a golf cart so they could see the exhibits along with their classmates. He stated it was unfair last year for handicap persons to be separated from their group and with the paths paved, they could visit the various sites on their own. He said he is proud of the decision by the board to pave. Mr. Probst said he totally agreed and noted the fairboard has been leasing a skid steer costing them a lot of money. It is good

economic sense to purchase one as it will be used over and over for years to come. Mrs. Favede advised the board tried to acquire a grant to pay for the same, but the request was denied. She advised we are trying to make the fairgrounds a year round facility and told of the upcoming Oil & Gas Expo that will be held at the Carnes Center. Port Authority Director Larry Merry stated the Expo will be a tremendous show with over 150 businesses exhibiting their products and services with as many as 130 being guests of our county that we hope will be doing business in this region.

DISCUSSION HELD RE: 911 BOARD – Mr. Probst advised it was brought to attention at last night’s 911 Board meeting that Mr. Couch has not been attending the meetings. Mrs. Favede stated the Sheriff sent in a letter asking that Mr. Glenn Moore be appointed to this board. Mr. Probst said he recommended last night that Sheriff Thompson be put on the board as an elected official making decisions for his department. He said it’s his opinion any new Sheriff coming on board should be on the board also and that the Sheriff has a right to choose his representative. Mrs. Favede said in respecting the Sheriff’s wishes, she has no problem appointing Glenn today. Mr. Probst advised the Clerk to prepare a motion appointing Glenn Moore to the 911 Board.

**11:00 St. C High School Red Devils Boys Basketball Team
Re: Resolution Presentations**

Mr. Coffland congratulated the team on a great run. He also attended the games played in Athens and Columbus and said they brought excitement to the whole county. Mr. Probst thanked the team for making us proud. He said, “Anytime one of our teams from Belmont County goes to the state tournament it means a lot to us. We follow you every step of the way. Dedication and teamwork are exactly what got you where you were the past season.” Mrs. Favede stated that what she is most proud of that, “you are all such good kids.” She said they are good quality athletes and outstanding young men. She commended all for their efforts and the coaching staff. Coach Clifford was praised for his character as a wonderful role model for the students.

**IN THE MATTER OF ADOPTING RESOLUTION HONORING THE
ST. CLAIRSVILLE HIGH SCHOOL RED DEVILS BOYS BASKETBALL TEAM**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution honoring the St. Clairsville High School Red Devils Boys Basketball Team.

**RESOLUTION
HONORING THE ST. CLAIRSVILLE
HIGH SCHOOL “RED DEVILS” BOYS BASKETBALL TEAM**

WHEREAS, the St. Clairsville High School “Red Devils” Boys Basketball Team recently completed its 2011-2012 basketball season culminating with an impressive 23-3 record, which included an impressive 22 consecutive victories; acquired its first-ever OVAC boys’ basketball banner; and first-ever trip to the Ohio Division II State Basketball Tournament; and

WHEREAS, the “Red Devils” epitomize the status of exceptional representatives for Belmont County through their dedication and teamwork; and

WHEREAS, the “Red Devils,” through their hard work, commitment and perseverance, became members of the OHSAA Division II Final Four; and

WHEREAS, the athletes, coaches and students have brought much pride and community spirit not only to the St. Clairsville School District, but to all of Belmont County as they bring to a close a most successful and sensational season.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners, on behalf of all county residents, do hereby thank the “Red Devils” team, Head Coach Kim Clifford, assistant coaches, parents, fans, and the entire school district for a thrilling season and congratulate them on their outstanding performance and fine representation of Belmont County.

Adopted this 11th day of April, 2012.

BELMONT COUNTY COMMISSIONERS
Charles R. Probst, Jr. /s/
Ginny Favede /s/
Matt Coffland /s/

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADOPTING RESOLUTION HONORING
ST. CLAIRSVILLE BOYS BASKETBALL COACH KIM CLIFFORD**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution honoring St. Clairsville Boys Basketball Coach Kim Clifford.

**RESOLUTION
HONORING COACH KIM CLIFFORD**

WHEREAS, Coach Kim Clifford, at the end of his 21st year in command, has just completed his most successful season as the St. Clairsville Red Devil head boys basketball coach, compiling a record of 23-3 for the 2011-2012 season and garnering 372 career wins; and

WHEREAS, Coach Clifford and his assistant coaches have guided the Red Devil’s to their first ever OVAC boys’ basketball banner and trip to the Ohio Division II State Basketball Tournament; and

WHEREAS, Coach Clifford has been an exemplary role model and mentor to those entrusted in his care as a teacher and coach, and instilled in his players the values of teamwork, dedication, academics, family and integrity, both on and off the court; and

WHEREAS, Coach Clifford further inspired his Red Devil athletes to cultivate the inner drive within oneself to be successful, individually and as a team; and

WHEREAS, Coach Clifford’s sons, Ryan, Justin and Kurt, have followed in their father’s footsteps as all have taken coaching positions; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners, on behalf of all county residents, congratulate Coach Kim Clifford on his many successes both personally, as demonstrated by his commitment to his family, and professionally, as a highly accomplished coach and teacher, and join in the celebration of the coveted spot earned at the Ohio Division II State Basketball Tournament.

Adopted this 11th day of April, 2012.

BELMONT COUNTY COMMISSIONERS
Charles R. Probst, Jr., /s/
Ginny Favede /s/
Matt Coffland /s/

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

Note: Commissioner Probst stepped out of the meeting.

**IN THE MATTER OF APPOINTING SGT. GLENN MOORE TO
THE BELMONT CO. 911 BOARD AS THE LAW ENFORCEMENT REPRESENTATIVE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Sgt. Glenn Moore to the Belmont County 911 Board as the Belmont County Law Enforcement representative, effective immediately through December 31, 2013. Sgt. Moore will replace Mr. Robert Couch.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:32 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

(Mr. Probst jointed executive session in progress.)

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:45 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 12:45 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

**IN THE MATTER OF APPOINTING JACK HEAD
AS THE BELMONT CO. APIARY INSPECTOR FOR 2012**

Motion made by Mr. Probst, seconded by Mr. Coffland to appoint Mr. Jack Head of Mt. Perry, Ohio, as the Belmont County Apiary Inspector for the year 2012 to be compensated at a flat fee of \$1,000.00 per year.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, and Jack Regis 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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	No

Note: Commissioner Favede left the meeting.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 1:55 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

AS A RESULT OF EXECUTIVE SESSION, NO ACTION TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:55 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 1:55 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 18th day of April, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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