

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

| <u>Claim of</u> | <u>Purposes</u> | <u>Amount</u> |
|---|---|---------------|
| A-Draft-Co., Inc. | Web Hosting-GIS Projects/General Fund | 500.00 |
| E-AT&T | Wireless Phone/911 Wireless Fund | 577.73 |
| K-Transystems Corp. | Stone Arch Bridges/Engineer MVGT Fund | 1,377.51 |
| N-A Sebulsky Street, Inc. | Rebar-Mesh/Bridge & Retaining Wall Constr. Improv. Fund | 115.00 |
| N-Carr Concrete | Bridge Box Beams/Bridge & Retaining Wall Constr. Improv. Fund | 20,888.00 |
| N-H.E. Neumann Co. | Application #7, Thoburn/Capital Project Reserve Fund | 9,211.50 |
| P-Eastern Ohio Regional Wastewater Authority | Sewage Disposal/BCSSD Funds | 44,836.62 |
| P-Hilltop Excavating | Hauling/SSD#3A Rev. (Pen Wood) Fund | 1,300.00 |
| P-Municipal Utilities | Purchased Water/BCSSD Funds | 221.76 |
| P-Renee' Wilson | Reimburse Travel expenses/BCSSD Funds | 110.25 |
| P-Yorkville Bd. Of Trustees of Public Affairs | Sewage Disposal/SSD#3B Deep Run Fund | 513.29 |
| S-Courtview | Licensing & software maintenance/Eastern Div. Ct. Computer Fund | 8,128.00 |
| S-Courtview Justice Solutions | Remote technical services/Clerk of Courts Computer Fund | 200.00 |
| S-ERB Electric Co. | Bellaire Title Office/Certificate of Title Admn. Fund | 228.40 |
| S-McGhee & Co. | Supplies/Northern Ct. General Special Projects Fund | 450.72 |
| S-Results Engineering | OnBase Upgrade/Clerk of Courts Computer Fund | 27,417.41 |
| S-Sommer Steno Services | Court reporter fees/Western Ct. General Special Projects Fund | 150.00 |
| W-Clerk of Courts | Tax foreclosure sale advertising/DRETAC Treasurer's Office | 2,721.36 |

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 10, 2011 as follow:

| FUND | AMOUNT |
|---|--|
| A-GENERAL | \$15,583.44; \$177.57; \$38,986.94; \$13,640.39 |
| A-GENERAL/AUDITOR | \$1,506.62 |
| A-GENERAL/CHEST CLINIC | \$363.81 |
| A-GENERAL/EMA | \$883.94 |
| A-GENERAL/JUVENILE COURT | \$1,165.47 |
| A-GENERAL/SHERIFF | \$29,676.67 |
| A-GENERAL/911 | \$1,239.59 |
| B-Dog Kennel | \$1,346.37 |
| B-Enforcement Education Fund | \$97.00 |
| H-Job & Family, CSEA | \$33,810.50 |
| H-Job & Family, Public Assistance | \$8,561.11; \$40,001.92 |
| H-Job & Family, WIA | \$20,138.78; \$25,436.08 |
| J-Real Estate Assessment | \$45,630.21 |
| K-Engineer MVGT | \$24,075.36; \$1,989.56 |
| M-Juvenile Ct. – Care and Custody | \$2,157.47 |
| M-Juvenile Ct. – Title IV-E Reimb. | \$283.36 |
| P-Oakview Bldg. | \$316.38 |
| P-Sanitary Sewer District | \$550.34; \$2,704.58; \$10,547.64; \$1,065.69; \$2,097.56; \$2,683.48; \$5,841.65; |
| | \$2,581.42 |
| S-District Detention Home | \$7,828.15 |
| S-Eastern Ct. General Special Projects | \$1,265.29 |
| S-Job & Family, Children Services | \$75,301.50; \$114,917.17; \$26,278.53 |
| S-Juvenile Ct. – General Special Projects | \$2,595.00 |
| S-Northern Div. Ct. Computer Fund | \$8,298.28 |
| S-Oakview Juvenile Residential Center | \$1,536.58 |
| S-Port Authority | \$217.62 |
| S-Western Ct. General Special Projects | \$1,804.78; \$484.83 |
| S-Western Div. Ct. Computer Fund | \$8,178.00 |
| W-Law Library Fund | \$1,631.80 |

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 BCDJFS CSEA ADMN FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the BCDJFS CSEA Admn Fund.

| FROM | TO | AMOUNT |
|-----------------------------|--------------------------------|---------------|
| E-2760-H010-H01.00 Salaries | E-2760-H010-H15.000 Other Exp. | \$ 7,442.27 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Probst | Yes |

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

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

| FROM | TO | Amount |
|------------------------------|----------------------------------|-------------|
| E-3704-P051-P15.000 O E OPER | E-3704-P051-P05.000 MATERIALS | \$5,000.00 |
| E-3705-P053-P13.003 PERS | E-3705-P053-P09.000 SEW DISPOSAL | \$14,000.00 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE OAKVIEW JUVENILE REHABILITATION FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Oakview Juvenile Rehabilitation Fund.

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------|-----------|
| E-8010-S030-S40.000 Grant Holding | E-8010-S030-S57.000 Travel | \$ 600.00 |

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 10, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst 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 – Mike Schlantz to travel to ODJFS Air Center on August 17, 2011, to attend WIB Director’s Meeting. Vincent Gianangeli to travel to Canton District Office on August 18, 2011, to attend Quarterly Fiscal Meeting. Estimated expenses: \$121.41

ENGINEER – Don Pickenpaugh, GIS Director, to travel to Canton, OH, on Oct. 13-14, 2011 to attend The Professional Land Surveyors of Ohio, Inc. 2011 Fall Seminar. Estimated expenses: \$400.00

Don Pickenpaugh, GIS Director, to travel to Indianapolis, Indiana, on Nov. 1-4, 2011, to attend the The GIS-Pro 2011-URISA’s 49th Annual Conference. Estimated expenses: \$975.00

JUVENILE COURT – Jennifer Shunk to travel to Columbus, OH, on Sept. 13-16, 2011 to attend training at the Supreme Court of Ohio for Court Management Program.

SANITARY SEWER DISTRICT – Jeff Azallion to travel to Sam Winer Motors in Akron, OH, on August 11, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CHANGING STARTING TIME
OF REGULAR BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mr. Probst to change the starting time of the regular Board of Commissioners meeting from 10:00 a.m. to 9:00 a.m. on Wednesday, September 7, 2011 due to the Grand Opening of the Belmont County Fair at noon.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A FAIR TOWN
HALL MEETING AT THE BELMONT COUNTY FAIRGROUNDS**

Motion made by Mr. Coffland, seconded by Mr. Probst to hold a Fair Town Hall Meeting at 11:00 a.m., on Friday, September 9, 2011 on Robinson Stage at the new Belmont County Fairgrounds, 45420 Roscoe Road, St. Clairsville.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING SIGNING FOR
ENROLLMENT IN THE CCAO 2012 WORKERS’ COMPENSATION
GROUP RETROSPECTIVE RATING PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the Matt Coffland to sign on behalf of the Board of Commissioners for enrollment in the CCAO 2012 Workers’ Compensation Group Retrospective Rating Program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND APPROVING THE
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN**

Motion made by Mr. Coffland, seconded by Mr. Probst to sign and approve the Certificate of County-Wide Cost Allocation Plan for Belmont County ending December 31, 2010 as prepared by Maximus Consulting Services, Inc.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan which establishes the allowable costs that can be charged back to departments with funding sources outside the general fund.

BELMONT COUNTY, OHIO

CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Consulting Services, Inc.** and submitted herewith and to the best of my knowledge and belief.

All costs included in this proposal to establish cost allocations or billings for the year ended December 31, 2010 are allowable in accordance with the requirements of *OMB 2 CFR Part 225 (A-87), "Cost Principles for State and Local Governments,"* and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature Matt Coffland /s/
 Print Name Matt Coffland
 Title President, Belmont County Board of Commissioners
 Date of Execution August 10, 2011

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF AWARDING BID FOR ENGINEER'S
PROJECT 11-4 BEL-2011 SIGN UPGRADE TO ROCAL, INC.**

Motion made by Mr. Coffland, seconded by Mr. Probst to award the bid for the Belmont County Engineer's Project 11-4 BEL-2011 Sign Upgrade to Rocal, Inc. in the amount of \$57,801.29, based upon the recommendation of Fred Bennett, County Engineer.

Note: The low bidder, Custom Projects Corp, was not an ODOT prequalified sign supplier as required by the specs and the bid documents submitted by the second lowest bidder, Osburn Associates, Inc., were incomplete and therefore considered non-responsive.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF APPROVING AND SIGNING CHANGE
ORDER #1 FOR OHIO-WEST VIRGINIA EXCAVATING CO./
ENGINEER PROJECT 11-1 EMERGENCY REPAIR BEL-16-1.98
NIXON RUN ROAD RETAINING WALL**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign Change Order #1 for Ohio-West Virginia Excavating Company in the amount of \$6,350.00 for the Belmont County Engineer's Project 11-1 Emergency Repair BEL-16-1.98 Nixon Run Road Retaining Wall, base upon the recommendation of County Engineer Fred Bennett.

Note: This is for four (4) additional pilings needed to stabilize the remaining roadway.

CHANGE ORDER NO. #1

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 11-1 EMERGENCY REPAIR BEL-16-1.98 (NIXON RUN ROAD)**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 10th day of August, 2011 between OHIO-WEST VIRGINIA EXCAVATING COMPANY and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said OHIO-WEST VIRGINIA EXCAVATING COMPANY hereby agrees to furnish all material and do all work requisite necessary for 11-1 EMERGENCY REPAIR BEL-16-1.98 RETAINING WALL Project, located at BELMONT COUNTY HIGHWAY 16, in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

CHANGE ORDER

*** ADDITIONAL QUANTITIES ***

| APPROX. QUAN. | ITEM | UNIT PRICE | TOTAL AMOUNT |
|---------------|--|------------|--------------|
| 100 LF | W10 X 77 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE | \$63.50 | \$6,350.00 |
| | TOTAL ADDITIONS | | \$6,350.00 |

Reason for Contract - Four (4) additional piling @ 25' each (100 LF) were needed under the roadway to stabilize the remaining roadway.

SUMMARY

| | |
|---|--------------|
| ORIGINAL CONTRACT | \$167,267.00 |
| ADDITIONS | \$6,350.00 |
| DEDUCTIONS | \$0.00 |
| NET CHANGE | + \$6,350.00 |
| TOTAL WORK PERFORMED | \$173,617.00 |
| TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED | \$6,350.00 |

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

OHIO-WV EXCAVATING COMPANY
 NAME: W. Roger Lewis
 BY: W. Roger Lewis /s/
 TITLE President

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF ENTERING CONTRACT WITH
CARR CONCRETE CORP./ENGINEER PROJECT 11-3
SUPPLY & DELIVER PRE-CAST, PRE-STRESSED CONCRETE BOX BEAMS**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into contract with Carr Concrete Corporation in the amount of \$137,968.00 for the Belmont County Engineer's Project 11-3 Supply & Deliver Pre-Cast, Pre-Stressed Concrete Box Beams for four (4) new bridges based upon the recommendation of Fred Bennett, County Engineer.

Note: 2 Bridges are located on Morgan Hill Road, 1 on Clover Ridge Road and 1 on Little McMahon Creek Road. Project is MVGT funded.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 11-3 SUPPLY & DELIVER PRE-CAST PRE-STRESSED CONCRETE BOX BEAMS
FOR FOUR (4) NEW BRIDGES AT VARIOUS LOCATIONS
BELMONT COUNTY, OHIO**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 10th day of August, 2011 between **CARR CONCRETE CORPORATION**, P.O. Box 265, Waverly, West Virginia 26184 and Charles Probst, Jr., Matt Coffland and Ginny Favede Commissioners of Belmont County, WITNESSETH that said **CARR CONCRETE CORPORATION** hereby agrees to furnish all service, labor, material and equipment necessary to supply and deliver bridge beams and appurtenances on said bridges in accordance with plans and specifications.

Methods of the Manufacture of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All material shall be approved by the County Engineer.

| APPROX. QUAN. | ITEM | DESCRIPTION | TOTAL AMOUNT BID |
|---------------|------|---|---------------------|
| LUMP SUM | 515 | FURNISH AND DELIVERY OF PRE-CAST PRE-STRESSED BOX BEAMS TO THE WORK SITE BEL-5-4.97 CLOVER RIDGE ROAD 6 EA B-17 48" X 42'-0" 7' LT FWD | \$36,277.00 |
| LUMP SUM | 515 | FURNISH AND DELIVERY OF PRE-CAST PRE-STRESSED BOS BEAMS TO THE WORK SITE BEL-RIC-279-2.47 LITTLE MCMAHON CREEK ROAD 6 EA B-17 48" S 40'-0" 33' RT FWD | \$37,688.00 |
| LUMP SUM | 515 | FURNISH AND DELIVERY OF PRE-CAST PRE-STRESSED BOX BEAMS TO THE WORK SITE BEL-56-34.13 MORGAN HILL ROAD 6 EA B-17 48" X 31'3" 44 1/2' RT FWD | \$30,353.00 |
| LUMP SUM | 515 | FURNISH AND DELIVERY OF PRE-CAST PRE-STRESSED BOX BEAMS TO THE WORK SITE BEL-56-33.37 MORGAN HILL ROAD 6 EA B-17 48" X 36'6" 40' LT FWD | \$33,650.00 |
| TOTAL | | | \$137,968.00 |

And it is further understood and agreed upon by the parties above; that all the materials manufactured and supplied shall be of the best kinds usually used for such purposes. That said **CARR CONCRETE CORPORATION** shall manufacture and deliver said material in accordance with the bid specifications.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

CARR CONCRETE CORPORATION

BY: Robert "Burr" Stanley /s/

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF APPROVING AND SIGNING THE
RENEWAL OF THE GRANT AGREEMENT BETWEEN THE
BCDJFS ON BEHALF OF THE BELMONT CO. FAMILY AND
CHILDREN FIRST COUNCIL AND THE TRI-COUNTY HELP CENTER**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the renewal of the grant agreement by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), and the **Tri-County Help Center**, to provide administrative services for the Ohio Family & Children First Council of Belmont County, effective July 1, 2011 through June 30, 2012; contract not to exceed \$15,750.00.

GRANT AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE TRI-COUNTY HELP CENTER

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 10th day of August, 2011, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Tri-County Help Center, hereinafter referred to as "**Provider**".

ARTICLE I: EFFECTIVE DATES

This contract shall extend from July 1, 2011 through June 30, 2012, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond this time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$15,750.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department in order to draw funds down and receive payment for services rendered. The invoice cannot exceed the amount of this contract, and must be received by the Department during the contract period.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE III: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council

which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.

- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this Contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE IV: TERMINATION AND AMENDMENT

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

ARTICLE V: LIMITATION OF LIABILITY

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

ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Human Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE VII: CONSTRUCTION

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

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

| | |
|---|---------------|
| <u>Dwayne Pielech /s/</u> | 8-8-11 |
| _____ Dwayne Pielech, Director Belmont County Department of Job and Family Services | _____ Date |
| <u>Cathy J. Campbell /s/</u> | 8/8/11 |
| _____ Cathy Campbell, Director Tri-County Help Center | _____ Date |
| <u>Matt Coffland /s/</u> | 8/10/11 |
| _____ Belmont County Commissioner | _____ Date |
| <u>Charles R. Probst, Jr. /s/</u> | 8/10/11 |
| _____ Belmont County Commissioner | _____ Date |
| <u>Ginny Favede /s/</u> | 8/10/11 |
| _____ Belmont County Commissioner | _____ Date |

Approved as to form:

David K. Liberati /s/ (Assistant)

Belmont County Prosecutor

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ENTERING RENEWAL AGREEMENT WITH BELMONT CO. CAC ON BEHALF OF BCDJFS FOR THE HELP ME GROW PROGRAM

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into the renewal agreement with Belmont County Community Action Commission, on behalf of Belmont County Department of Job & Family Services, for the provision of administrative services for the **Help Me Grow Program**, effective July 1, 2011 through June 30, 2012 as follows:

- Belmont County Community Action Commission (Provider) for the **Early Start Component in an amount not to exceed \$179,789.00**
- Belmont County Community Action Commission (Provider) for the **Early Intervention Component (Part C) in an amount not to exceed \$71,605.00**

Note: Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children.

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 10th. day of August, 2011, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Start Component** of the **Help Me Grow Program**.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2011 through June 30, 2012, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$179,789.00 (GRF), unless both **Provider** and **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council

which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.

- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: TERMINATION AND AMENDMENT

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

ARTICLE VI: LIMITATION OF LIABILITY

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

ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE VIII: CONSTRUCTION

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

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

| | |
|--|----------|
| <i>Dwayne Pielech /s/</i> | 8-8-11 |
| _____ | _____ |
| Dwayne Pielech, Director Belmont County Department of Job and Family Services | Date |
| <i>Gary Obloy /s/</i> | 8/8/11 |
| _____ | _____ |
| Gary Obloy, Executive Director CAC of Belmont County | Date |
| <i>Matt Coffland /s/</i> | 8/10/11/ |
| _____ | _____ |
| Belmont County Commissioner | Date |
| <i>Charles R. Probst, Jr. /s/</i> | 8/10/11 |
| _____ | _____ |
| Belmont County Commissioner | Date |
| <i>Ginny Favede /s/</i> | 8/10/11 |
| _____ | _____ |
| Belmont County Commissioner | Date |
| Approved as to form: | |
| <i>David K. Liberati /s/ (Assistant)</i> | |
| _____ | |
| Belmont County Prosecutor | |

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 10th. day of August, 2011, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Intervention Component (Part C)** of the **Help Me Grow Program**.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2011 through June 30, 2012, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$71,605.00 Part C unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the

Department to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: TERMINATION AND AMENDMENT

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

ARTICLE VI: LIMITATION OF LIABILITY

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

ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. **PROVIDER** Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent **PROVIDER**, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE VIII: CONSTRUCTION

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

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

| | |
|--|---------|
| <i>Dwayne Pielech /s/</i> | 8-8-11 |
| Dwayne Pielech, Director Belmont County Department of Job and Family Services | Date |
| <i>Gary Obloy /s/</i> | 8/8/11 |
| Gary Obloy, Executive Director CAC of Belmont County | Date |
| <i>Matt Coffland /s/</i> | 8/10/11 |
| Belmont County Commissioner | Date |
| <i>Charles R. Probst, Jr. /s/</i> | 8/10/11 |
| Belmont County Commissioner | Date |
| <i>Ginny Favede /s/</i> | 8/10/11 |
| Belmont County Commissioner | Date |

Approved as to form:

David K. Liberati /s/ (Assistant)

 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING AND APPROVING THE RENEWAL OF THE GRANT AGREEMENT BETWEEN BCDJFS ON BEHALF OF BELMONT CO. FAMILY & CHILDREN FIRST COUNCIL AND STUDENT SERVICES

Motion made by Mr. Coffland, seconded by Mr. Probst to sign and approve the renewal of the Grant Agreement by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family & Children First Council, and Student Services, for provision of administrative services for the Ohio Children’s Trust Fund Child Abuse Prevention Program, effective July 1, 2011 through June 30, 2012 in the amount of \$19,281.00.

Note: Belmont County Family & Children First Council has awarded this money to Belmont County Student Services for the implementation of programs to reduce child abuse and neglect in Belmont County.

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

This agreement to provide administrative services for the Ohio Children’s Trust Fund Child Abuse Prevention Program is made and entered into this 10th day of August, 2011 by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family and Children First Council, hereinafter referred to as “**Department**” and Student Services, hereinafter referred to as “**Provider**”.

PURPOSE

The Child Abuse Prevention Program is an initiative of the Ohio Children’s Trust Fund and focuses on preventing child abuse. Funds issued under the program will be used to decrease the incidences of child abuse in Belmont County through public awareness and the training and placement of volunteers in child abuse/neglect programs.

EFFECTIVE DATES

This agreement will be effective from July 1, 2011 through June 30, 2012.

AMOUNT OF GRANT/PAYMENTS

The Department agrees to grant to the Provider \$19,281.00 in SFY 2012 for services rendered relative to the allowable costs of the Initiative.

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 recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Department, the Belmont County Board of Commissioners, and the Ohio Department of Job and Family Services (ODJFS) 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 recipient because of race, color, sex, religion, national origin, or handicapped condition 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 pay the Department the amount to which he/she was not entitled.
- F. In the event that the Children’s Trust Fund dollars are 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 said funds are no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon thirty (30) 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. The Provider agrees to abide by all applicable rules and regulations contained in the laws of Ohio and ODJFS rules.
- I. The Provider agrees to cooperate with the BCDJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that the Provider and its employees meet child support obligations established by state and federal law including compliance with an Order for the withholding of support issued pursuant to the Revised Code.
- J. Amendment: Any written amendment to this agreement shall be prospective in nature and must be signed by both parties.

PAYMENT PROCEDURES

- A. The Provider understands that payment for all services depends upon the availability of Children’s Trust Fund dollars.
- B. The Provider agrees to submit monthly expense reports to the Department within five (5) working days following the last working day of each month, if possible.

SIGNATURES

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not

affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

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

| | |
|---|---------------|
| <u>Dwayne Pielech /s/</u> | 8-8-11 |
| _____ Dwayne Pielech, Director Belmont County Department of Job and Family Services | _____ Date |
| _____ Janet Groome, Director Student Services | _____ Date |
| <u>Matt Coffland /s/</u> | 8/10/11 |
| _____ Belmont County Commissioner | _____ Date |
| <u>Charles R. Probst, Jr. /s/</u> | 8/10/11 |
| _____ Belmont County Commissioner | _____ Date |
| <u>Ginny Favede /s/</u> | 8/10/11 |
| _____ Belmont County Commissioner | _____ Date |

Approved as to form:

David K. Liberati /s/ (Assistant)

 Belmont County Prosecutor

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ENTERING RENEWAL OF CONTRACT WITH BELMONT CO. CAC ON BEHALF OF BCDJFS FOR THE WIA YOUTH PROGRAM

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into renewal of Purchase of Performance of Services Contract with Belmont County Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the WIA Youth Program for the period of July 1, 2011 through June 30, 2012. Reimbursement to Contractor shall not exceed \$65,000.00

Note: The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this **10th**. day of **August, 2011**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are four of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
 310 Fox Shannon Place
 St. Clairsville, OH 43950
 740-695-1075

Contractor: The Community Action Commission of Belmont County
 153 ½ West Main Street
 St. Clairsville, OH 43950
 740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2011. The termination date of this contract is June 30, 2012. This contract for youth services may be extended for up to two additional Program Years (July 1 – June 30) based on meeting contractual performance.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours for Out-of-School Youth and a maximum 120 hours for In-School Youth.

Work Experience may be extended for on a case by case basis if funds are available.

Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork

formats, tools, equipment and materials, and breakdown and clean-up routines.

Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Advanced Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of total participants for the program is a minimum of sixteen (16) In-School Youth enrolled by December 31, 2011, and a minimum of four (4) Out-of-School Youth enrolled by April 30, 2012. Of the total participants (In-School and Out-of-School), ten (10) may be enrolled in Work Experience. In-School Youth Work Experience participants must begin Work Experience by April 1, 2012. Out-of-School Youth Work Experience Participants must begin Work Experience by April 30, 2012. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.
2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.

7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
12. Contractor may refer potential participants to the Purchaser for eligibility determination.
13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
14. The Contractor's staff must become familiar with Area 16 WIA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives.
15. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
16. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
17. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Enrollment of a minimum of sixteen (16) In-School Youth by December 31, 2011 and enrollment of a minimum of four (4) Out-of-School Youth by April 30, 2012.**
3. **Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. The Number in Work Experience may be increased on a case by case basis depending on availability of funds.**
4. **Provide follow-up to all exited WIA Youth participants as determined by the Purchaser including participants not directly served by the Contractor. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.**

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery Measures

1. Enrollment of a minimum of sixteen (16) In-School Youth in the program by December 31, 2011 and enrollment of a minimum of four (4) Out-of-School Youth in the program by April 30, 2012. Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. In-School Youth must be enrolled in Work Experience by April 1, 2012. Out-of-School Youth must be enrolled in Work Experience by April 30, 2012. Provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth.

Failure by the Contractor to meet these targeted enrollment numbers by the enrollment deadline will result in the following as determined by the Purchaser:
a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the enrollment requirements and measures to be implemented to achieve the enrollment requirements. The corrective action plan must be approved by the Purchaser to allow the Contractor to continue the provision of services specified in this contract; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the enrollment requirements specified in this contract (Reference XXII Termination and XXIV Breach of Contract).

Contractual Performance Measures

1. Sixty percent (60%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.

- 2. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed for each In-School Youth: first by January 15, 2012 and the second by May 15, 2012. One survey must be completed on each Out-of-School Youth within two weeks of the end of program activity completion.**
- 3. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
- 4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.**
- 5. **Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
- 6. **Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the contractor.**
- 7. **Contractor will use the Purchaser's follow-up log on exited youth to document 12 month follow-up status. The Contractor's satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser to ensure the Contractor is meeting the required follow-up time frames: 1st Quarter After Exit one (1) to three (3) months; four (4) to (6) six months; and nine (9) to twelve (12) months.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following: a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference XXIII Termination and XXIV Breach of Contract).

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$65,000.00 WIA Youth Funds (CFDA # 17.259).**

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

| ACTIVITY | TOTAL COST |
|---|------------------|
| Administrative Staff Wages and Fringes | 3920.00 |
| Operating Staff Wages and Fringes | 38524.00 |
| Participant Wages and Fringes | 10,595.00 |
| Operating Expenses | 9381.00 |
| Administrative Expenses | 2580.00 |
| TOTAL COST: | 65,000.00 |
| MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT: | 65,000.00 |

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirement issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser

SIGNATURES

| | |
|---|-------------|
| <u>Dwayne D. Pielech /s/</u> | 8-8-11 |
| Dwayne D. Pielech, Director | Date |
| Belmont County Department of Job and Family Services | |
| <u>Matt Coffland /s/</u> | 8/10/11 |
| Belmont County Commissioner | Date |
| <u>Charles R. Probst, Jr. /s/</u> | 8/10/11 |
| Belmont County Commissioner | Date |
| <u>Ginny Favede /s/</u> | 8/10/11 |
| Belmont County Commissioner | Date |
| <u>Gary Obloy /s/</u> | 8/9/11 |
| Gary Obloy | Date |
| Community Action Commission of Belmont County | |
| <u>David K. Liberati /s/</u> | 8-9-11 |
| Approved as to form: | Date |
| Belmont County Prosecutor | |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ADVERTISING FOR BIDS FOR ROOF REPLACEMENT FOR FORMER SOUTH SCHOOL BUILDING/BCDJFS SENIORS PROGRAM

Motion made by Mr. Coffland, seconded by Mr. Probst to advertise for bids for the roof replacement for the former South School building in Martins Ferry for the Belmont County Department of Job & Family Services Seniors Program.

INVITATION FOR BIDS

In compliance with pertinent sections of the Ohio Revised Code, sealed bids will be received for **Roof Replacement for South School in Martins Ferry, Ohio until 10:30 AM Eastern Standard Time on September 7, 2011** at the Belmont County Commissioner's Office, 101 West Main Street, St. Clairsville, Ohio. At that time, all bids will be publicly opened and read aloud.

Copies of bidding documents may be obtained upon request at the Belmont County Commissioner's Office, 101 West Main Street, St. Clairsville, Ohio between the hours of 9:00 AM and 4:00 PM, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of section 153.54 of the Ohio Revised Code as follows:

- * A bond in accordance with section 153.54 (B) O.R.C. -OR-
- * A certified check, cashier's check or letter of credit in accordance with Section 153.54 © O.R.C. in an amount equal to 10% of the bid.

A mandatory pre-bid conference will be held at **9:00 AM Eastern Standard Time on August 31, 2011 at the South School, Broadway & School Streets, Martins Ferry, Ohio**. The scope and details of the proposed work will be covered at this time. **Attendance by prospective bidders is mandatory.**

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise full discretion.

All questions pertaining to securing Contract Documents, bidder's list, technical sections, legal documents and bid submission shall be directed to Bob Roth, Maintenance Supervisor, Belmont Co. Dept. of Job & Family Services, Telephone 740-296-0080

By order of the Board of Commissioners
of Belmont County, Ohio
Jayne Long /s/
Jayne Long, Clerk

Advertisement Dates: The Times-Leader, August 16, 2011 and August 23, 2011

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

IN THE MATTER OF ENTERING AGREEMENTS WITH PROPERTY OWNERS TO ENTER PRIVATE PROPERTY TO ACCESS CREEKS AND STREAMS TO PROVIDE FLOOD RELATED RELIEF

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into agreement with the following property owners to allow individuals to enter private property to access creeks and streams to provide flood related relief as a result of heavy rains and flash flooding that occurred in June in various areas of Belmont County:

(*see attached list of property owners and addresses)

Pat Wesley, 66085 Wesley Road, Belmont, Ohio 43718; Claude D. Ricer, 55612 National Road, Bridgeport, Ohio 43912; Dianne Sincavich, 55589 National Road, Bridgeport, Ohio 43912; John J. Callarik, 68210 Belmont Avenue, Bridgeport, Ohio 43912; Virginia Baker, 55621 Lansing Commons, Bridgeport, Ohio 43912; Jason M. Reynolds, 68271 Adolph Street, Bridgeport, Ohio 43912; Debra J. Bennington, 68651 Creek Drive, Lansing, Ohio 43934; Lansing Sportsman Club, 55080 National Road, P.O. Box 108, Lansing, Ohio 43934; Church of God, 859 National Road, Bridgeport, Ohio 43912; Luther Waryck, 65780 West Echo Road, Neffs, Ohio 43940; Richard Kenney, 65659 West Echo Road, Neffs, Ohio 43940; Dennis D. Redpath, 65340 Willow Grove, Neffs, Ohio 43940; Sheri L. Johnson, 65300 Echo Road, Neffs, Ohio 43940; Lori Parsons, 65306 Echo Road, Neffs, Ohio 43940; Thomas Breeden, 65096 Angel Road, P.O. Box 29, Neffs, Ohio 43940; Marjorie Wenckoski, 65565 Wazniak Road, Neffs, Ohio 43940; Richard D. Naegele, Tiger Road, Neffs, Ohio 43940; William J. Wiethe, 65532 Willow Grove Road, Neffs, Ohio 43940; Dezirae Tanley, 53420 Wazniak Road, Neffs, Ohio 43940; Teresa Davidson, 65780 Willow Grove Road, Bellaire, Ohio 43906; Priscilla Pintarich, 65975 West Echo Road, Neffs, Ohio 43940; Chris Waccare, 65570 Willow Grove Road, Bellaire, Ohio 43906; Dorothy Kresak, 65923 West Echo Road, P.O. Box 94, Neffs, Ohio 43940; Joseph Zeno, 53381 Wazniak Road, Neffs, Ohio 43940; Joseph L. Yocum, 53388 Willow Grove Road, Neffs, Ohio 43940; Neffs Volunteer Fire Department; Elizabeth A. Harper.

AGREEMENT

This Agreement made this _____ day of _____, 2011, by and between the undersigned owner(s) and the Belmont County Commissioners.

WITNESSETH

That for and in consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. The undersigned are owners of real estate located in Belmont County, Ohio, which real estate has been damaged by a flash flood which occurred in June, 2011.
2. The undersigned have requested the assistance of Belmont County in removing debris, damaged personal property, and other items from the undersigned's premises which debris and other items may cause health and safety concerns to the owners and the general public.
3. Belmont County has agreed to provide assistance in the cleanup effort and to remove items of debris which cause safety and health hazards from the premises.
4. The parties agree that the removal of items is solely within the discretion of Belmont County, and that all items of debris may not be removed by Belmont County during this cleanup process.
5. The undersigned recognize that the primary responsibility for cleanup of the property is with the undersigned owners.
6. In consideration for the assistance offered by Belmont County, Owners grant an easement to Belmont County to come upon Owner's premises with personnel and equipment to accomplish the cleanup and debris removal.
7. In consideration for the assistance offered by Belmont County, the undersigned hereby agree to hold Belmont County harmless for any and all damages that may occur to the undersigned's property during this debris removal process, and the undersigned further agree to release and discharge Belmont County, its employees, agents, contractors and all other persons acting in concert with Belmont County during this cleanup and debris removal from any and all liability associated with the requested cleanup of the premises.
8. The undersigned reserves the right to terminate this Agreement immediately upon notice to Belmont County, it being the understanding that the assistance provided by Belmont County is voluntarily given at the request of the undersigned, and not mandatory.

Executed this _____ day of _____, 2011.

(see above list)

 Owner

 Owner

Belmont County Commissioners
 By: Matt Coffland /s/
 Matt Coffland, President
 By: Charles R. Probst /s/
 Charles R. Probst, Jr., Vice President
 By: Ginny Favede /s/
 Ginny Favede

APPROVED AS TO FORM:
David K. Liberati
 Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

10:30 State Science Day Participants Resolution
IN THE MATTER OF ADOPTING RESOLUTION
IN RECOGNITION OF THE STATE SCIENCE DAY PARTICIPANTS

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution in recognition of the State Science Day participants.

RESOLUTION IN RECOGNITION OF
STATE SCIENCE DAY PARTICIPANTS

WHEREAS, the Annual State Science Day is a program of the Ohio Academy of Science and is recognized throughout the United States of America as the pinnacle of student originated inquiry based science education; and
WHEREAS, the State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 7 – 12 using their scientific research and communication skills; and
WHEREAS, the Board of County Commissioners desires to recognize the achievements of those Belmont County students participating in the State Science Day;
THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Belmont County, Ohio, does hereby recognize and publicly congratulate the following students for their achievement in The Ohio Academy of Science State Science Day:

- | | |
|-------------------------|---------------------------------|
| Ms. Raychel S. Costain | East Richland Christian School |
| Mr. Juan D. Dunlap | East Richland Christian School |
| Mr. Graham W. Hart | East Richland Christian School |
| Ms. Sarah E. Lendon | East Richland Christian School |
| Ms. Micaela S. Rockwell | East Richland Christian School |
| Mr. Lucas R. Heidelberg | St. Clairsville Middle School |
| Mr. Haydn D. Lewis | St. Clairsville Middle School |
| Mr. Chase L. Wiethe | St. Clairsville Middle School |
| Ms. Sydney M. Helms | St. Mary Central, Martins Ferry |
| Ms. Zoe P. Buccella | Home Schooled, Barnesville |

and;

BE IT FURTHER RESOLVED that the Board does encourage all citizens of Belmont County to join in extending congratulations to these students for their achievements in the field of science in 2011.

Adopted this 10th day of August, 2011
 BELMONT COUNTY COMMISSIONERS
 St. Clairsville, Ohio

| | | |
|--------------------------|-----------------------------------|-------------------------|
| <u>Matt Coffland /s/</u> | <u>Charles R. Probst, Jr. /s/</u> | <u>Ginny Favede /s/</u> |
| Matt Coffland, President | Charles R. Probst, Jr. | Ginny Favede |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

**IN THE MATTER OF FINAL PLAT APPROVAL FOR
TINMAR SUBDIVISION, RICHLAND TOWNSHIP,
SEC. 16, T-7, R-5**

“Hearing Had-10:45 A.M.”

Present for the hearing were Engineer Fred Bennett; Ruth Graham, Engineer’s Drafting Technician; Greg Bizzarri, Richland Township Trustee, and Laney Ross, Realtor representing the buyer. Ruth explained this had been continued due to the township trustees not being notified in enough time to make a decision on the variance on Lot #4 setback line of 20 feet. Mr. Bennett has approved the variance. Ruth also advised the only change from last week is a correction on the lot number. It is going in as a private roadway.

“FINAL PLAT APPROVAL”

O.R.C. 711.05

Motion made by Mr. Coffland to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Tinmar Subdivision, Richland Township, Section 16, T-7, R-5, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Probst seconded the motion and upon roll call the vote was as follows:

| | |
|---------------|-----|
| Mrs. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into executive session with Dwayne Pielech, Director, Belmont County Department of Job & Family Services, Lori O’Grady and Brenna Rocchio, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the hiring and compensation of public employees.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

Note: Commissioner Coffland left meeting at 11:55 a.m. to attend another meeting.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:10 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session with Larry Merry, Director, Belmont County Port Authority, pursuant to O.R.C. 121.22 (G)(2) Property Exception to consider to purchase of property.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:50 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session.

Upon roll call the vote was as follows:

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

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

BREAK – Commissioner Probst advised the meeting would be left open until advice is received from the Prosecutor on an agreement.

RECONVENED MONDAY, AUGUST 15, 2011 AT 12:25 P.M.

PRESENT: COMMISSIONERS MATT COFFLAND, CHARLES R. PROBST, JR. AND GINNY FAVEDE

MARK ESPOSITO AND KELLY PORTER OF THE BELMONT CO. SANITARY SEWER DISTRICT

**IN THE MATTER OF APPROVING AND SIGNING THE
WATER SYSTEM UPGRADE AND MITIGATION AGREEMENT
BETWEEN THE BELMONT CO. COMMISSION, BELMONT CO.
SANITARY SEWER DISTRICT AND THE OHIO VALLEY
COAL COMPANY (“TOVCC”)/McKEEVER TANK**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the **Water System Upgrade and Mitigation Agreement** between the Belmont County Commission, Belmont County Sanitary Sewer District and The Ohio Valley Coal Company (“TOVCC”) to memorialize the obligations of TOVCC to ensure that the McKeever Tank and Water System’s reasonably foreseeable uses are maintained, that the McKeever Tank and Water System are not materially damaged by TOVCC’s mining, and that public health and safety are protected.

Note: This agreement is necessary due to TOVCC’s proposed longwall mining of the Pittsburgh No. 8 coal beneath the Water System and McKeever Tank near the Village of Belmont.

Water System Upgrade and Mitigation Agreement

This Water System Upgrade and Mitigation Agreement ("Agreement") is made this 15th day of August, 2011, by and between Belmont County, Belmont County Commission and Belmont County Sanitary Sewer District, all with a mailing address for the purposes of this Agreement of 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter collectively referred to as "Belmont County Water" and THE OHIO VALLEY COAL COMPANY, an Ohio corporation, whose address is 56854 Pleasant Ridge Road, Alledonia, OH 43902, hereinafter referred to as "TOVCC".

RECITALS

WHEREAS, Belmont County Water is the owner and operator of a municipal water tank (the "McKeever Tank"), pump stations and municipal water supply network (collectively for the purposes of this Agreement, the "Water System") in Belmont County, Ohio;

WHEREAS, TOVCC is the owner and operator of the Powhatan No. 6 Mine in Belmont County, Ohio;

WHEREAS, TOVCC desires to longwall mine the Pittsburgh No. 8 coal beneath the Water System and McKeever Tank near the village of Belmont; and

WHEREAS, Belmont County Water and TOVCC desire to enter into this Agreement to memorialize the obligations of TOVCC to ensure that the McKeever Tank and Water System's reasonably foreseeable uses are maintained, that the McKeever Tank and Water System are not materially damaged by TOVCC's mining, and that public health and safety are protected.

NOW THEREFORE, The parties hereto understand and agree as follows:

1. Intent. It is the intent of TOVCC, memorialized by this Agreement, to longwall mine beneath certain structures owned and operated by Belmont County Water; to ensure that no material damage occurs to any part of the Property or the Water System as hereinafter defined, to ensure that the reasonably foreseeable use of the McKeever Tank is maintained and to ensure that public health and safety are protected; and to do so without any additional costs to Belmont County Water or its customers. It is also the intent of TOVCC to memorialize all of its statutory obligations with respect to repair and compensation even though those obligations may not be specifically referenced or listed herein. Finally, it is the intent of TOVCC that Belmont County Water suffers no loss of water service, and expends none of its own funds, nor incurs any liability of its own, to protect and upgrade its Water System in accordance with this Agreement.

2. Existing Condition of the Water System and McKeever Tank. TOVCC and Belmont County Water agree to document the present, pre-mining condition of the Water System and the McKeever Tank by performing the survey described on the revised proposal from Kyer Surveying & Mapping dated July 28, 2011, and the proposal from World International Testing dated July 17, 2011, attached hereto collectively as Exhibit A, and made a part hereof, with all costs of these surveys and any other relevant pre-mining surveys being the responsibility of TOVCC. The parties also agree that any material changes to the condition of the McKeever Tank that occur after the Property is longwall mined, but before all remediation measures are complete and before the Water System is returned to normal service, will be presumed to be caused by mining.

3. Mitigation. Prior to longwall mining in the area of the McKeever Tank, TOVCC, at its sole cost, will follow and implement the mitigation recommendations of its longwall mine subsidence and mitigation expert, Dr. Yi Luo, Ph. D, attached hereto as Exhibit B and made a part hereof, and will also follow the recommendations of TOVCC's engineering consultant, Vaughn Coast & Vaughn, Inc. ("Vaughn"), with respect to design changes and new equipment that will be required to secure the McKeever Tank and related structures located on the property described as parcel # 13-10, Section 11, Goshen Township, Belmont County, OH (the "Property"), and to ensure that Belmont County Water is able to supply all of its existing customers with water service before, during and after mining. Vaughn's recommendations are described on Exhibits C and D, attached hereto and made a part hereof.

4. Monitoring and Notification Obligations. TOVCC will closely monitor the Belmont County Water tank for sixty (60) days prior to longwall mining beneath the Property, and will communicate regularly with Belmont County Water regarding the progress of the mining. Elevation surveys will be conducted at reasonable intervals to ensure that all precautionary measures and mitigation efforts contemplated by the Agreement are in place at least thirty (30) days before the Property is undermined. At least two (2) weeks before the TOVCC is scheduled to mine beneath the tank, Belmont County Water will assist TOVCC by draining the water tank and TOVCC will make final mitigation and monitoring preparations.

TOVCC will also notify the neighboring landowners to ensure that they are aware of, and protected from the activities at the Property, including, but not limited to the mitigation measures, the mining and subsidence, and the refilling of the McKeever Tank after the tank is inspected and deemed to be secure.

5. New Equipment and Site Remediation. In addition to the notification, monitoring and mitigation obligations of TOVCC contained herein, TOVCC is also obligated to provide, at its sole cost, all necessary pumps, valves, pipe, equipment, electrical connections, and any other necessary parts, as well as all labor and additional services necessary to maintain the Water System at its present operational capacity and flexibility. The parties have discussed in detail the temporary and permanent upgrades to the Belmont County Water System that will be purchased and installed by TOVCC, and they include, but may not be limited to the following:

A. The temporary waterline described on Exhibit E, attached hereto and made a part hereof.

B. The pumps described on the quotations from PESCO Pumps and Equipment Sales, dated May 10, 2011, attached hereto as Exhibit F

The parties have also discussed in detail that according to Exhibit B, the McKeever Tank site is expected to settle at final grade at less than One Tenth of One Percent (0.1%) difference than existing grade, thus allowing the tank to be plumb within design parameters, which will ultimately allow the tank to be refilled and put into service. Notwithstanding this scientific evaluation, if necessary based on the post-mining survey described in Exhibit A, TOVCC will perform site remediation to bring the site back to its pre-mining condition, excluding elevation. Such remediation measures may include pressure grouting. TOVCC has contacted Pier-A-Mid Rehabilitation, Inc., a pressure grouting company familiar with re-leveling sites such as this, to prepare a grouting plan for the site that will allow the McKeever Tank to be brought back to level after subsidence, if necessary, by pumping cement under pressure under the McKeever Tank site.

Notwithstanding any of the foregoing, TOVCC is obligated by this Agreement and by applicable state laws to immediately address and repair any unforeseen material damages to the Water System and the McKeever Tank that may be caused by longwall mining and subsidence, up to and including replacement of the McKeever Tank if replacement is the only method to ensure that the Water System is not materially affected.

6. Indemnification and Insurance. TOVCC agree to release, remise, indemnify against and discharge Belmont County Water from any and all liability, claims, demands, damages, actions and causes of action, present or future, legal or equitable, of every kind, nature and description, arising from, or in any way related to this Agreement, TOVCC's proposed longwall mining and planned subsidence beneath the McKeever Tank, the Belmont County Water System and the Property, and TOVCC's mitigation and remediation measures. The aforementioned indemnification shall specifically cover the replacement of the McKeever Tank in the event that it is unable to be filled and used for the Belmont County Water System. Without limiting the foregoing indemnification, TOVCC agrees to maintain insurance policies with at least the following limits: Commercial General Liability Insurance, including contractual Liability Insurance and Automobile Liability Insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) for property damage and One Million Dollars (\$1,000,000) per person/One Million Dollars (\$1,000,000) per occurrence for bodily injury. TOVCC will maintain these policies in full force and effect throughout the duration of the Warranty period, pursuant to Section 7 of this Agreement. TOVCC will provide Belmont County Water with certificates of insurance evidencing the insurance coverage limits required under this Agreement upon execution of this Agreement.

7. Title, Warranty, Limitation of Liability and Post Mine Surveying. After all system upgrades recommended by Vaughn including the installation of the (the "Water System Upgrades") have been performed, installed, tested and certified by all required inspections, and are put into operation, title to and possession of the Water System Upgrades shall be transferred to Belmont County Water, and TOVCC shall have no further obligations hereunder, and shall not be liable for, or pay for the repair, replacement or maintenance of the Water System Upgrades, or any part of the Water System, except that any additional repairs to the Water System and Water System Upgrades are required because of additional unforeseen longwall mine subsidence damage caused by TOVCC. Notwithstanding the foregoing, nothing in this Agreement shall

relieve TOVCC from any liability for subsidence damage to any part of the Belmont County Water System caused by TOVCC's longwall mining operations. TOVCC warrants all of the remediation measures and Water System Upgrades for a period of Two (2) years from the date of installation, and all of the manufacturers' warranties, if any, for any equipment and parts used for the remediation measures and Water System Upgrades shall be extended to Belmont County Water. TOVCC will survey the site once a week for three (3) months after the site is subsided, and once every six (6) months thereafter for the two (2) year warranty period, and if any additional ground movement is detected from the initial weekly surveys or the six (6) month surveys, TOVCC will extend the warranty period for additional six (6) month periods as necessary.

8. Laws, Rules and Regulations. The parties agree to follow all applicable State and Federal laws, rules and regulations relating to this Agreement and the obligations hereunder.

9. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Ohio.

10. Section Headings. The section headings in this Agreement are for convenience and reference only and shall not be deemed to alter or affect any provision hereof.

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

WITNESS:

Jayne Long /s/

Jayne Long /s/

Jayne Long /s/

Jayne Long /s/

Kathy Marino /s/

Belmont County Commissioners

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Vice President

Ginny Favede /s/

Ginny Favede, Commissioner

Belmont County Sanitary Sewer District

Mark Esposito /s/

Mark Esposito, Director

THE OHIO VALLEY COAL COMPANY

Paul B. Piccolini /s/

Paul B. Piccolini, Vice President

APPROVED AS TO FORM:

Chris Berhalter /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mr. Probst | Yes |
| Mrs. Favede | Yes |

DISCUSSION HELD: Commissioner Favede noted that Mr. Esposito and the Prosecutor have been working for over 8 months on this agreement. The Board met last week with the Prosecutor and all issues have been met except for the board's desire for a bond. She said the board feels all due diligence has been done.

**IN THE MATTER OF VACATION OF A
12 FT. ALLEY – DINSMORE'S ADDITION
UNION TOWNSHIP SEC. 6, T-8, R-5/
RD IMP 1110**

Office of County Commissioners
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 10th day of August, 20 11, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Probst
Mr. Coffland

Mr. Probst moved the adoption of the following Resolution:

RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of July 27, 2011, and a copy of this resolution be forwarded to the Union Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

| | |
|---------------------|------------|
| Mr. <u>Probst</u> | <u>Yes</u> |
| Mr. <u>Coffland</u> | <u>Yes</u> |
| Mrs. <u>Favede</u> | <u>Yes</u> |

Adopted the 10th day of August, 2011.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:35 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 12:35 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of August, 2011.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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