

St. Clairsville, Ohio

August 5, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Ginny Favede.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Probst, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Draft-Co, Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Thomas A. Schirack, ASA	Contract Services/Real Estate Assessment Fund	19,845.00
A-Treasurer of State of Ohio	Audit Fees/General Fund	7,927.48
G-Belmont Co. Tourism Council	July Operating Expenses/Lodging Excise Tax	20,000.00
M-Belmont Equipment	Supplies/CCAP Fund Juvenile Court	10.13
M-Gabriel Brothers	Clothing-child in placement/Placement II-Juvenile Court	149.87
N-Huntington National Bank	Note Payment-Engineer's Garages/Co. Engineer Building Const. Fund	480,000.00
N-Huntington National Bank	Interest Payment-Engineer's Garages/Co. Engineer Bldg. Const. Fund	10,978.67
N-M&G Architects & Engineers	June Contract Services/Eastern Div. Ct. Construction Fund	2,252.84
N & K-Treasurer State of Ohio	FEMA Deobligation/MVGT/Building Construction Fund	15,464.00
O-Ohio Dept. of Development	July & Aug. payments/Fox Commerce Park/St. OH Loan Repayment	6,589.41
P-American Electric Power	Service/WWS#1 Revenue Fund	260.09
S-ALLTEL	Cell phone/Port Authority Fund	116.85
S-Belmont Harrison Juvenile District	Salary/Juvenile Ct. Gen. Special Projects Fund	363.64
S-Beth Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	1,610.00
S-Comcast	Internet/Northern Div. Ct. Computer Fund	105.11
S-Digital Data Communications	Contract/Juvenile Ct. Computer Fund	1,135.85
S-Mary Ann Glusich	Medical Services/Oakview Juvenile Rehabilitation Dist.	1,204.00
S-M.O.S.	Supplies/Certificate of Title Adm Fund	48.00
S-Wheeling Office Supply	Supplies/Certificate of Title Adm Fund	74.67
Y-Belmont Co. Drug Task Force Fund	Drug Task Force Monies	3,873.47

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 5, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$47,472.93; \$6,285.92; \$790.17
A-GENERAL/AUDITOR	\$2,558.44
A-GENERAL/EMA	\$1,463.89
A-GENERAL/SHERIFF	\$16,416.36 \$2,086.17; \$55.00
A-GENERAL/911	\$664.43
B-Dog and Kennel	\$1,163.39
E-911	\$701.52
H-Job & Family, CSEA	\$14,602.48
H-Job & Family, Public Assistance	\$2,820.57; \$19,180.49; \$35,343.08; \$500.00; \$1,246.51; \$280.79
H-Job & Family, WIA	\$67,715.57; \$7,530.03
K-Engineer MVGT	\$496.94; \$46,119.27
M-Juvenile Ct. – Title IV-E Reimb	\$3,058.19
M-Juvenile Ct. – Placement Services	\$33,375.00
S-District Detention Home	\$3,561.41
S-Job & Family, Children Services	\$7,314.57; \$1,167.32; \$22,290.45
S-Oakview Juvenile Residential Center	\$24,829.77
S-Sheriff Commissary	\$211.68

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE
GENERAL FUND AND PARK HEALTH H30 FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Park Health Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out	E-2150-H030-H02002 Trans In	\$195,100.67

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE ENGINEER'S MVGT FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's MVGT Fund.

FROM	TO	AMOUNT
E-2812-K000-K11.002 Salaries	E-2813-K000-K25.002 Salaries	\$ 85,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE CHILDREN SERVICES FUND

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

FROM	TO	AMOUNT
E-2765-S017-S22.000 Contracts	E-2765-S017-S31.000 Other Expenses	\$ 250,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, 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 Account	E-8010-S030-S73.000 ACA Accreditation	\$ 6,825.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/COMMON PLEAS COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-0061-A002-B05.000	Intense Probation/Clerk of Courts	\$ 217.80
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**Note: Refund from Crowne Plaza Columbus for Probation Officer Bill Artrip.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/JUVENILE COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-0082-A002-C31.002	Salaries-Employees	\$ 9,949.58
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Probst seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-0056-A006-E12.007 911 Unemployment	\$273.00
E-0181-A003-A12.007 Bd of Elec Unemployment	\$17.63
E-0131-A006-A03.002 Jail Salaries	\$30,250.44
E-0131-A006-A04.002 Rd Deputies Salaries	\$39,602.65
E-0131-A006-A15.007 Sheriff Unemployment	\$4,011.20
E-0257-A015-A15.074 Transfers Out (for Park Health Salaries)	<u>\$195,100.67</u>
Total	\$269,255.59

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

General

E-0131-A006-A09.000	Medical	439.00
E-0131-A006-A20.000	False Alarm	240.00
E-0131-A006-A23.000	Background	840.00
E-0131-A006-A24.000	E-SORN	275.00
E-0131-A006-A29.000	Mounted	600.00
E-0131-A000-A30.000	Lifesaver	290.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	0.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	7,560.81
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	1,763.00
E-5101-S001-S07.012	Equipment	980.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	15.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-2200-E010-E05.012 Equipment \$ 1,809.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COUNTY HOME FUND H30**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2009.

E-2150-H030-H02.002 Salaries \$252,852.08
E-2150-H030-H12.005 Medicare \$ 1,681.99

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE JUVENILE COURT CARE AND CUSTODY FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

M-60-CARE AND CUSTODY

Salaries C-CAP
E-0400-M060-M25.002 14,094.72
Salaries Substance Abuse
E-0400-M060-M71.002 9,267.54
Other Expenses
E-0400-M060-M30.000 8,563.52
TOTAL for M60 \$ 31,925.78

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE M79 TRUANT OFFICER FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

Fund	Title	Amount
TRUANT OFFICER		
E-0400-M079-M01.002	Salary	50.42
E-0400-M079-M04.000	Other Expenses	1,000.00
E-0400-M079-M06.075	Advances Out	9,949.58
TOTAL		11,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COUNTY ENGINEERS BUILDING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-9002-N002-N40.050 Loan Principal Payment \$ 480,000.00
E-9002-N002-N41.051 Loan Interest Amount \$ 10,978.67
TOTAL \$ 490,978.67

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE ENGINEER'S DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

COUNTY ENGINEER'S BLDG CONSTRUCTION N02

E-9002-N002-N42.050 FEES EXPENSE FOR LOAN 19,407.59
E-9002-N002-N43.051 CAPITALIZED INTEREST PAYMENT 6,378.94

BRIDGE & RETAINING WALL CONST IMP N44

E-9044-N044-N09.050 FEES EXPENSE FOR LOAN 55,747.41
E-9044-N044-N10.051 CAPITALIZED INTEREST PAYMENT 19,489.44

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BRIDGE & RETAINING WALL CONTRACT PROJECTS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-9044-N044-N05.013 Contract Projects \$ 1,500,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

S12 PORT AUTHORITY FUND

E-9799-S012-S20.000 Purchase of Property \$ 424,999.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000 Other Expenses \$ 5,410.34

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

S025 CHILDREN SERVICES FUND

E-2766-S025-S10.074 Transfers Out \$ 60,330.18

E-2766-S025-S10.074 Transfers Out \$ 10,152.97

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

DISTRICT DETENTION HOME

E-0910-S033-S33.002	Salaries	4,181.66
E-0910-S033-S44.003	OPERS/STRS	5,000.00
E-0910-S033-S47.006	Hospitalization	<u>9,000.00</u>
TOTAL		18,181.66

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

E-1520-S077-S01.002	Salaries	17,386.75
E-1520-S077-S02.005	Medicare	252.00
E-1520-S077-S06.000	Automobile Exp.	0.00
E-1520-S077-S08.010	Supplies	0.00
E-1520-S077-S10.000	Communications	0.00
E-1520-S077-S04.006	Hospitalization	3,184.00
E-1520-S077-S03.003	P.E.R.S.	2,434.25
E-1520-S077-S05.004	Workers Comp	313.00
E-1520-S077-S07.000	Rentals	<u>0.00</u>
TOTAL		\$23,570.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T01.000 Grants \$ 42,600.00

Draw Number 395 – Grant #B-F-08-007-1

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE RELIEF OR OTHER WELFARE T051 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2009.

E-9703-T051-T04.074 Trans Out \$276,610.26

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE Y88 DRUG TASK FORCE FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 5, 2009.

BELMONT COUNTY DRUG TASK FORCE FUND

E-9888-Y088-Y05.000 Drawdown by Prosecutor's Office \$ 3,873.47

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE OF FUNDS
FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following REPAYMENT OF CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

From Account	To Account	Amount	Date
M79 Truant Officer (Advances Out)	General Fund (Advances In)		
E-0400-M079-M06.075	R-0040-A000-A48.575	\$ 9,949.58	(07/22/09)

Upon roll call the vote was as follows:

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

**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 5, 2009, 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	Absent

**IN THE MATTER OF REQUEST FOR CERTIFICATION
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

CDBG - \$ 42,600.00 paid into R-9702-T011-T01.501 CDBG – Grant FORMULA on August 3, 2009. Grant #B-F-08-07-1, Draw #395

GENERAL - \$276,610.26 transferred from T51 Relief or Other Welfare Account into R-0050-A000-A45.500 General Fund Transfers by Resolution on July 29, 2009.

Upon roll call the vote was as follows:

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

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

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

COMMISSIONERS – Cindi Henry, Fiscal Manager and Mike Kinter, Human Resources Manager, to travel to Columbus, OH, on August 7, 2009, to attend the CCAO Seminar. No charge for seminar. A county vehicle will be used.

Mike Kinter, Human Resources Manager, to travel to Columbus, OH, on August 12, 2009, to attend the Ohio Council of County Officials Furlough Seminar. No charge for seminar. A county vehicle will be used.

ENGINEER – Ty Justice and Robert Detling, Foremen, to travel to Pittsburgh, PA, on August 18, 2009, to attend a one day Radio Conference.

JUVENILE COURT – Jennifer Shunk – August 11 & 12 – DYS Training, Columbus, OH. Sept. 11 – DYS Meeting, Columbus, OH.

John Markus, Tamara Tyler, Tricia Hurt, Dave Carter and Scott Watkins – Sept. 2 & 3 – DYS Training, Canton, OH.

Aaron Walker – Sept. 3 & 4 and Sept. 24 & 25 – Training Cambridge, OH

Tricia Hurt – August 13 & 14 – to Put-N-Bay, OH for Restitution/Community Service Annual Meeting

Kelly Carter and Allison Long – Nov. 3 & 4, DYS Training, Columbus, OH

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – A brief discussion was held on the possibility of purchasing the South School property in Martins Ferry for use by the Election Board. Mr. Probst advised this has been discussed with the Martins Ferry City Administration and the board is trying to help put a business(s) in South School. Mr. Probst said the Board of Elections is of the opinion they need to be located in the mid part of the county. He said it would take minimal renovations to move them to 310 Fox Shannon and that building is already owned by the county.

IN THE MATTER OF APPROVING MINUTES OF SPECIAL BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners Special Meeting of July 10, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING AGREEMENT WITH STREET ENGINEERING & SURVEYING, LLC FOR RESURFACING AND STRIPING OF MALL AND BANFIELD ROADS/ENGINEER

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into agreement with Street Engineering & Surveying, LLC, on behalf of the Belmont County Engineer, in an amount not to exceed \$20,200.00 for engineering services relative to the resurfacing and striping of Mall and Banfield Roads.

AGREEMENT

This agreement entered into at St. Clairsville, Ohio, this 5th day of August, 2009, by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Street Engineering & Surveying, LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 67660 Warnock-St. Clairsville Road, St. Clairsville, Ohio 43950, WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I – WORK DESCRIPTION

The Consultant agrees to provide a full set of plans described as follows which will meet the requirements of the Ohio Department of Transportation:

1. STRIPING PLAN

The plan will begin at the intersection of Mall Road with US 40 and proceed South along Mall Road to the Intersection with Banfield Road. Then proceed North along Banfield Road to the Intersection with US 40. All existing striping will be replaced along the above described roads and also with intersection roads to the existing stop bars. The plan will consist of the following sheets:

- Title Sheet
- General Summary
- Plan Sheets
- Sub-Summary

2. PAVING PLAN

The plan will begin at the intersection of Mall Road with US 40 and proceed South along Mall Road to the Intersection with Banfield Road. Then proceed North along Banfield Road to the Intersection with US 40. The total area of the above described roads will be repaved. Some intersections will be feathered with asphalt if the existing roadway is not being planed, if the existing roadway is being planed by an intersection the asphalt will stop at the edge of planning.

- Title Sheet
- General Notes
- General Summary
- Plan Sheets
- Sub-Summary
- Traffic Control Plan

CLAUSE II – WORK SCHEDULE

The Consultant agrees to begin immediately upon authorization to proceed. The work will be completed within 60 days unless the County Engineer would request a sooner date of completion.

CLAUSE III – PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the work specified in this Agreement as follows: Compensation based upon the work performed for a **LUMP SUM PRICE** not to exceed Twenty Thousand Two Hundred Dollars - \$20,200. Partial payments, based upon percentage of work completed will be invoiced by the Consultant approximately at 50% completion intervals.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the Consultant and the signatures of the Board of County Commissioners.

STREET ENGINEERING & SURVEYING, LLC

Witness: _____ By: William Street /s/
Title: Agent

THE COUNTY OF BELMONT

Witness: Jayne Long /s/ By: Charles R. Probst, Jr. /s/
Matt Coffland /s/

APPROVED as to Form PROSECUTING ATTORNEY
Date 8-6, 2009 By: Chris Berhalter /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH SHELDON GANTT, INC./ENGINEER PROJECT BEL-WAS-103.2.67 BRIDGE REPLACEMENT, CRABAPPLE ROAD

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a contract, on behalf of Belmont County Engineer, with Sheldon Gantt, Inc. in the amount of \$198,900.00 for Project BEL-WAS-103.2.67 Bridge Replacement, Crabapple Road, Washington Township; Funding Source: 74% OPWC, 26% MVGT

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BEL-WAS-103-2.67 BRIDGE REPLACEMENT PROJECT CRABAPPLE ROAD
OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 5th day of August, 2009 between **SHELDON GANTT, INC**, 1500 North Main Street, Niles, Ohio 44446 and Matt Coffland, Ginny Favede, and Charles R. Probst, Jr., Commissioners of Belmont County, WITNESSETH that said **SHELDON GANTT, INC** hereby agrees to furnish all services, labor, material and equipment necessary to remove and construct a new bridge and perform all associated roadway, grading, drainage and other work described in accordance with plans and specifications.

Methods of Construction, Composition and Preparation 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 work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	BEL-WAS-103-2.67 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENTS WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, GUARDRAIL, SIGNING, STRIPING AND SEEDING, AS PER CONTRACT SPECIFICATIONS	LUMP SUM	\$198,900.00
	TOTAL		\$198,900.00

County will certify 26% of \$198,900.00 which is \$51,714.00.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **SHELDON GANTT, INC** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

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

SHELDON GANTT, INC
BY: Robert D (?) V.P. /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST OF ENGINEER
FOR PAYMENT OF ONE-HALF THE TOTAL COST FOR RE-
PRINTING THE 2007 BELMONT COUNTY MAPS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request of the Belmont County Engineer for payment of one-half the total cost for re-printing the 2007 Belmont County maps; the estimated cost is \$6000.00 (six thousand dollars) for 3000 maps from Universal Map of Ft. Lauderdale, half of which will be paid by the Belmont County Engineer's Department and half by the Belmont County Commissioners.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SIGNING AND
SUBMITTAL OF THE STATE-LOCAL GRANT AGREEMENT
EXTENSION 2 BETWEEN OHIO EMA AND COMMISSIONERS/
FEMA HAZARD MITIGATION PROJECT/NEFFS FLOOD MITIGATION**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the signing and submittal of the State-Local Grant Agreement Extension 2, between the Ohio Emergency Management Agency and Belmont County Commissioners, for the Belmont County Hazard Mitigation Project funded under FEMA DR-1556; the grant completion date will be extended from August 22, 2009 to January 22, 2010 to complete the remaining acquisitions, demolition work, complete payment of all invoices and conduct project closeout.

Note: This is for the Neffs flood mitigation project.

**STATE OF OHIO
STATE-LOCAL GRANT AGREEMENT
EXTENSION**

Time Extension No.: 2

It is mutually agreed that the grant agreement for **FEMA-DR-1556.06R** covering the period from **February 22, 2007** and ending **August 22, 2009**, by and between the Ohio Emergency Management Agency and the **Belmont County Commissioners** be extended until **January 22, 2010** for the following reasons:

Complete remaining acquisitions and demolition work as well as complete payment of all invoices and conduct project closeout.

It is expressly understood by all parties that all other terms of the original Agreement shall remain binding on the parties and that no terms of the Agreement, except as heretofore amended and as set forth above, are modified by the grant extension.

In Witness Whereof, the parties hereto have executed this Grant Agreement Extension as of the dates set forth below.

SUB-GRANTEE – Belmont County Commissioners Ohio Emergency Management Agency

Charles R. Probst, Jr. /s/
Matt Coffland /s/

NANCY J. DRAGANI
Executive Director

8/5/09
Date

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN EXTENSION
OF THE 2008-09 HELP ME GROW INTERVENTION COMPONENT
(PART C) WITH CIC ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into an extension of the 2008-09 **Help Me Grow Intervention Component (Part C)** agreement with Community Action Commission, on behalf of Belmont County Department of Job & Family Services; the agreement will extend through June 30, 2010 to allow the carryover of remaining funds to the 2009-10 program year in the amount of \$32,637.00.

**AGREEMENT TO EXTEND
2008-09 HELP ME GROW EARLY INTERVENTION COMPONENT (PART C)
CONTRACT**

The parties agree to extend the 2008-09 agreement through 6/30/10 in accordance with Article II of said agreement and with the concurrence of the State. Said extension will allow the carryover of remaining funds from the 2008-09 program year to the 2009-10 program year. The amount of carryover funds at June 30, 2009 amounts to \$32,637.00.

All other terms of the 2008-09 agreement remain unchanged.

Dwayne Pielech VMG /s/ 7-30-09

Dwayne Pielech, Director Date

Belmont County DJFS

Gary F. Obloy /s/ 7/30/09

Gary Obloy, Executive Director Date

CAC of Belmont County

Charles R. Probst, Jr. /s/ 8/5/09

Belmont County Commissioner Date

Matt Coffland /s/ 8/5/09

Belmont County Commissioner Date

Belmont County Commissioner Date

Approved as to form:

David K. Liberati /s/ 8-3-09

Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT
WITH CAC ON BEHALF OF BCDJFS FOR THE HELP
ME GROW PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into 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, 2009 through June 30, 2010 as follows:

- Belmont County Community Action Commission (Provider) for the **Early Start Component in an amount not to exceed \$207,755.00**
- Belmont County Community Action Commission (Provider) for the **Early Intervention Component (Part C) in an amount not to exceed \$107,230.00**

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 28th day of July, 2009, 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, 2009 through June 30, 2010, 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 \$207,755.00 (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>	7-30-09
_____ Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
<i>Gary Obloy /s/</i>	7/30/09
_____ Gary Obloy, Executive Director CAC of Belmont County	Date
<i>Charles R. Probst, Jr. /s/</i>	8/5/09
_____ Belmont County Commissioner	Date
<i>Matt Coffland /s/</i>	8/5/09
_____ Belmont County Commissioner	Date
_____ Belmont County Commissioner	Date
Approved as to form: <i>David K. Liberati /s/</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 28th day of July, 2009, 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, 2009 through June 30, 2010, 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 \$107,230.00 (\$61,009.00 Part C and \$46,221.00 Stimulus 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.

<u>Dwayne Pielech /s/</u>	7-30-09
Dwayne Pielech, Director	
Belmont County Department of Job and Family Services	Date

<u>Gary Obloy /s/</u>	7/30/09
Gary Obloy, Executive Director	
CAC of Belmont County	Date

<u>Charles R. Probst, Jr.</u>	8/5/09
Belmont County Commissioner	Date

<u>Matt Coffland /s/</u>	8/5/09
Belmont County Commissioner	Date

_____	Date
Belmont County Commissioner	

Approved as to form:

David K. Liberati /s/

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF JULY 20, 2009, APPROVING THE HIRING OF MS. PAM NEFF/COMMISSIONERS

Motion made by Mr. Probst, seconded by Mr. Coffland to RESCIND the motion of July 29, 2009 approving the hiring of Ms. Pam Neff.

Upon roll call the vote was as follows:

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

BREAK UNTIL 11:00

DISCUSSION HELD RE:

RETIREMENT OF AUDITOR JOSEPH PAPPANO – Belmont County Auditor Joseph A. Pappano presented a letter to the Board notifying them of his intent to retire before his term ends, effective September 30, 2009. Commissioner Probst read the letter as follows: “Dear Commissioners,

Due to continuous and lingering health problems plaguing both Rosalie and I during the past two years, I find it necessary to retire before my term of office is ended. As some of you know these problems have included half dozen major surgeries between Rosalie and I. The continuing tests have made our second home the hospitals in three states. Therefore, I am notifying that my final last day is scheduled to be September 30, 2009. I don’t have to remind you that the only person ready and qualified with 22 years of direct experience to become County Auditor is Andy Satak. To my fellow officeholders, thank you for the honor to serve you these many years.” (Mr. Pappano added, “Don’t forget my P.S.”) P.S. “Growing old is not for cowards.”

Mr. Pappano reminded the Board that \$1 million is needed to keep the Sheriff operating at his present level until the first of the year. Mr. Pappano is recommending and hopes the judge signs an order on the “dead account” that has been sat on for 30 years. He further stated that in order to get through the year, the board will have to tap the infrastructure money. The infrastructure account was set up about 15 years ago and it was planned to use it for an annex next door to the courthouse. The church was bought for the same reason. If that money had not been there, the county would not have survived the past two years, noted Mr. Pappano. He offered his help, pro bono, at the first of the year.

Mr. Probst said that when he entered the courthouse this morning he he had “no idea our county auditor would be retiring.” “Talk about an icon and a staple in this county. I think most people don’t realize what he does or what he has done for Belmont County. I’ve learned an awful lot from him over the years about how to protect this county.” Mr. Probst remarked it has been an honor and a pleasure to work with him. Mr. Coffland thanked Mr. Pappano for his years of service and for having done the county well. Mr. Pappano said he was sorry that he had to make his announcement when Commissioner Favede was not present.

Mr. Pappano said he will remain on the job through September and will be available to help the county in the future “pro bono.”

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of: July 15, 2009

Upon roll call the vote was as follows:

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

COMMISSIONER PROBST SAID THE MEETING WILL BE HELD OPEN TO CONTINUE SIGNING BILLS.

RECONVENED THURSDAY, AUGUST 6, 2009.

PRESENT: COMMISSIONERS PROBST AND COFFLAND; ABSENT: COMMISSIONER FAVEDE.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 2:26 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 2:26 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of August, 2009.

_____ COUNTY COMMISSIONERS

_____ Ginny Favede - Absent

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

_____ PRESIDENT

_____ CLERK