

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 Mrs. Favede, 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-AT&T	Service-Public Defender/General Fund	155.04
A-BP	Gasoline-Coroner/General Fund	248.17
A-Draft-Co. Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Licking Co. Coroner's Office	Autopsies-Coroner/General Fund	4,300.00
A-Lowe's	Misc. repairs/General Fund	1,073.80
A-OVMC-EORH	Morgue charges-Coroner/General Fund	1,782.69
A-Treasurer of State	Audit Fees-Auditor/General Fund	24,416.10
K-Transystems Corp.	Stone Arch Bridges/Engineer MVGT Fund	1,511.76
N-Hammontree & Associates	Contract Projects/WWS#2 Capital Improvements Fund	13,963.74
P-American Electric Power	Services/BCSSD Funds	7,628.04
P-Totterdale Bros. Supply Co.	Services/Water and Sewer Development Fund	4,166.40
P-Verizon Wireless	Equipment/BCSSD Funds	692.34
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	38.55
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-McGhee & Co.	Supplies/Northern Ct. General Special Projects Fund	152.07
S-TSG	Offsite backup & license renewal/Western Div. Ct. Computer Fund	1,405.68
W-Matthew Bender & Co.	Books/Law Library Fund	1,257.09

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 7, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$88,319.66; \$202,829.52
A-GENERAL/AUDITOR	\$5,340.78
A-GENERAL/EMA	\$1,290.12
A-GENERAL/JUVENILE COURT	\$259.65
A-GENERAL/RECORDER	\$133.13
A-GENERAL/SHERIFF	\$35,654.42
A-GENERAL/911	\$5,697.44
B-Dog Kennel	\$3,489.89
G-Convention and Visitors Bureau	\$20,000.00
H-Job & Family, Public Assistance	\$11,191.58
H-Job & Family, WIA	\$8,053.87
J-Real Estate Assessment	\$6,800.00
K-Engineer MVGT	\$41,137.43; \$2,801.72; \$44.75
M-Juvenile Ct. – Intake Coordinator	\$1,750.56
M-Juvenile Ct.- Placement II	\$616.31
M-Juvenile Ct. – Title IV-E Reimb.	\$528.50
P-Oakview Admn Bldg.	\$2,411.05
P-Sanitary Sewer District	\$104.48; \$385.20; \$3,076.41; \$4,913.29
S-Common Pleas Court-Gen. Special Projects	\$4,234.00
S-District Detention Home	\$1,471.06; \$5,999.65
S-Job & Family, Children Services	\$24,691.89; \$22,288.77; \$3,616.90
S-Job & Family, Senior Programs	\$4,923.40
S-Juvenile Ct. Computer Fund	\$109.90
S-Oakview Juvenile Residential Center	\$14,793.60
S-Sheriff Commissary	\$10,247.57
S-Western Ct. Gen. Special Projects	\$354.50
T-Sanitary Sewer District	\$66.19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**BELMONT CO. ENGINEER/MOTOR VEHICLE & GAS TAX FUNDS K00**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer within fund for the Gas Tax Fund:

FROM	TO	AMOUNT
E-2811-K000-K09.004 Workers Comp.	E-2812-K000-K12.000 Materials	\$1,390.16
E-2812-K000-K22.004 Workers Comp.	E-2812-K000-K12.000 Materials	\$9,682.65
E-2813-K000-K35.004 Workers Comp.	E-2812-K000-K12.000 Materials	\$2,614.97

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date August 7, 2013:

**APPROPRIATIONS FOR THE GENERAL FUND**

E-0051-A001-A50.000 Budget Stabilization \$27,062.00

*Appropriation of lease bonus payment from Gulfport Energy Corp. deposited 08/05/13.*

**APPROPRIATIONS FOR THE GENERAL FUND**

E-0055-A004-B05.000 Contracts-Repair \$131.72

*Vendor reimbursement for duplicate payment of invoice//check deposited 07/29/13.*

**BELMONT CO. RECORDERS/GENERAL FUND**

E-0121-A006-B02.002 Salaries-Employees \$ 19,500.00

**FOR THE B00 BELMONT COUNTY DOG AND KENNEL FUND**

E-1600-B000-B10.005 Medicare \$16.90

**BCDJFS/WORKFORCE DEVELOPMENT FUND H05**

E-2600-H005-H14.000 Ohio Work Incentive Program \$ 33,750.00

**BCDJFS/WIA AREA 16 FUND H08**

E-2610-H008-H014.000 Belmont Co. OWIP \$ 33,750.00

E-2610-H008-H015.000 Carroll Co. OWIP \$ 6,600.00

E-2610-H008-H016.000 Harrison Co. OWIP \$ 22,050.00

E-2610-H008-H017.000 Jefferson Co. OWIP \$ 87,600.00

**BELMONT CO. JFS/CHILDREN SERVICES FUND S17**

E-2765-S017-S31.000 Other Expenses \$ 75,301.50

**BELMONT CO. BD. OF DD/MRDD MEDICAID RESERVE FUND S69**

E-2413-S069-S01.011 Contract-Services \$ 135,396.71

**OAKVIEW JUVENILE RESIDENTIAL CENTER/VARIOUS FUNDS**

E-8010-S030-S40.000 Grant Holding Account \$ 2,939.91

E-8010-S030-S51.002 Salaries \$ 30.00

E-8010-S030-S72.000 Capital Repairs \$ 13,193.49

E-8007-S027-S06.000 OVESC Program \$ 11,000.00

E-8011-S031-S02.000 Food Meal Tickets \$ 45.00

**PROSECUTOR'S VICTIM ASSISTANCE FUND W80**

E-1511-W080-P01.002 Salary \$ 3,221.34

E-1511-W080-P02.010 Supplies \$ 250.25

E-1511-W080-P03.000 Travel \$ 27.75

E-1511-W080-P04.000 Other \$ 132.00

**BELMONT CO. SHERIFF/VARIOUS FUNDS**

E-0131-A006-A04.002 Salaries-Road Deputies \$ 1,560.00

E-5100-S000-S01.010 Commissary \$ 2,914.08

E-0131-A006-A24.000 E-SORN \$ 175.00

E-0131-A006-A23.000 Background \$ 663.00

E-5101-S001-S07.012 CCW Equipment \$ 1,801.00

E-5101-S001-S06.000 CCW License \$ 2,090.00

E-1652-B016-B02.000 DUI \$ 25.00

E-0131-A006-A09.000 Medical \$ 978.66

E-0131-A006-A21.000 Sheriff's Towing \$ 132.00

E-9710-U101-U06.000 Reserve \$ 3,069.41

E-0131-A006-A32.000 Warrant Fee \$ 460.00

E-0131-A006-A26.000 K-9 \$ 75.00

E-0131-A006-A30.000 Lifesaver \$ 10.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

**FOR VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 7, 2013:

**CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

**A00 General Fund/Public Defender**

E-0170-A006-G03.010 Supplies 53.73

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 Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 7, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION**

**OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mrs. Favede, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.  
**GENERAL FUND - \$217,441.65** deposited into R-0010-A000-A06.500 on 07/31/13 – July Casino Revenue.

**GENERAL FUND - \$27,062.00** paid into R-0050-A000-A02.500 Oil & Gas Receipts on 08/05/13. *Lease bonus payment from Gulfport Energy Corp./3.86 acres.*

Upon roll call the vote was as follows:

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

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

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

**ENGINEER** – Don Pickenpaugh, GIS Director, to travel to Columbus/Worthington, OH, on Aug. 27-29, 2013, to attend the 2013 Ohio Statewide Floodplain Management Conference. Estimated expenses: \$757.00

Don Pickenpaugh, GIS Director, to travel to Newark, OH, on Oct. 10-11, 2013, to attend The Professional Land Surveyors of Ohio, Inc., 2013 Fall Seminar. Estimated expenses: \$550.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Mike Bianconi again asked for a comprehensive report to be given at a Commissioners' board meeting from the senior management team of the BCDJFS Senior Program. He asked that if the board already has this information that it be shared. Mrs. Favede advised she did not have this information. She said whenever she is given a report, she also makes sure he and Richard Hord receive a copy. Mr. Bianconi said he appreciates those reports, but he wants the senior management team to come in and give a presentation. Mrs. Favede responded, "Mike, if I could ask you to please consider that they lost 17 employees in December to lay-offs. They also switched unexpectedly to case banking. They are drowning out there and they are drowning trying to take care of people to keep them from falling through the safety net. So I cannot ask 12 people to come in here and give a 2 hour report right now. It's just inappropriate because those same people who work there also work for Income Maintenance and they work in all those departments. Right now everything is fine and right now the priority is trying to allow those people to continue to struggle to offer the services that they offer as far as Job & Family Services are considered. And this is one of the problems that you have when you have one department trying to do everything. It is very difficult. I just ask that you respect that for the people in this county that are counting on Job & Family Services to take care of them, to provide them income, financial assistance, food assistance; that that has to be the priority right now, not a presentation at a Commissioners' meeting." Mr. Bianconi then asked, "Well do they have something compiled?" Mrs. Favede stated, "That's what I gave to you last week." Mr. Bianconi said, "Just that; so from that information, it's a single page information; you're..." Mrs. Favede replied, "They're within budget. They're within budget and that's what we've always had as our bottom line, is knowing that they're within budget and the seniors are being provided for and they are." Mr. Bianconi agreed that they are doing a good job and working hard.

Richard Hord said Auditor Andy Sutak brought up last week the concern regarding cash flow from the state to the county and the local level. Mr. Sutak said people need to get involved and express their concerns to the Governor and the state officials. Mr. Hord asked if a petition could possibly be considered. Mrs. Favede responded, "You know what Mr. Hord, I have to share with you, if you had that conversation with Mr. Sutak, he would have expressed some frustration because we tried to go that route. He actually solicited a multitude of petitions last year. Unfortunately, we seem to have taken this loss of government kind of on the chin. It's just fact. In reality, the money is just being used elsewhere at the state level. It's not as though it disappeared. They just decided not to give it to us anymore which is that \$2 billion 'rainy day fund.' So when Mr. Sutak shares that angst, he is correct. I mean we continue to fight that fight and I will tell you as a sitting Commissioner, I have been told, 'Oh just give that up; let it go, you will never get that back.' As a sitting Commissioner, and I speak for my colleagues as well as Auditor Sutak, we don't believe that's appropriate. We don't believe that it's right that those dollars are sitting in an account accumulating at the state level. And when they overflow, that will become an income tax reduction for the entire state. I think that if you stand in front of Walmart and you ask 10 people who go in, 'Would you rather have a \$5.00 income tax reduction or your potholes fixed?' Or in Mr. Bianconi's situation, 'Would you rather have your lights on in your township?' And everyone of those 10 people I'm pretty sure would tell me they would rather have safe communities with the lights being on and they would rather have the potholes filled. So absolutely, we do need more of a local effort to say we are not happy with this. We belong to the state. We are all Ohioans and we deserve to have that money returned to us at some capacity." Mrs. Favede noted both Sen. Lou Gentile and Rep. Jack Cera have been tremendous advocates for seeing those dollars returned.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M.**

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

Upon roll call the vote was as follows:

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

\*Commissioner Probst joined executive session in progress.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:40 A.M.**

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

Upon roll call the vote was as follows:

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

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

**10:30 Resolution in Recognition of State Science Day Participants**

Mrs. Favede stated the board started recognizing the students receiving this award primarily because they think it is a really big deal. The board wants to take the opportunity to express to all of the students that their accomplishments are important to them and the community. Mrs. Favede noted it is said children are the hope for the future and she agrees. Someday someone will find a cure for autism or breast cancer. That could be one of the students here today as they are scientists. They have attained a tremendous achievement. Congratulations were extended by Mr. Coffland and Mr. Probst for their accomplishments. Mr. Probst thanked all for representing Belmont County as it means a lot to the Commissioners and our communities. He said this is just the beginning of their lives, but you can see how you are going to succeed in life moving forward.

**IN THE MATTER OF ADOPTING THE RESOLUTION IN RECOGNITION OF THE STATE SCIENCE DAY PARTICIPANTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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, Belmont County, Ohio, does hereby recognize and publicly congratulate:

**Nathan Bell, Raychel Costain, Juan Dunlap, Sarah Lendon, Morgan Tomich, Luke Watt, Alexis Toothman, Rhyanna Wiethe, Anna Cermak, Allyson Goelan, Shaylyn Horvath, Bailee McNamara, Zoe Buccella, Michael Uyhata**

on his/her achievement in The Ohio Academy of Science State Science Day.

**THEREFORE, BE IT RESOLVED** that the Board does encourage all citizens of Belmont County to join in extending congratulations to those Belmont County students that participated in the State Science Day and for their achievements in the field of science in 2013.

Adopted this 7<sup>th</sup> day of August 2013.

**BELMONT COUNTY COMMISSIONERS**

*Ginny Favede /s/* \_\_\_\_\_

*Matt Coffland /s/* \_\_\_\_\_

*Charles R. Probst, Jr. /s/* \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:57 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:27 A.M.**

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

Upon roll call the vote was as follows:

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

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

**11:15 Subdivision Hearing- Kettler’s Ridge Plat, Richland Township**

Present for the hearing were Engineer Fred Bennett, Ruth Graham, Engineer’s Drafting Technician, Attorney Mark A. Thomas, Richland Township Trustees Greg Bizzarri and Don Stephens. Today’s hearing is a continuation of the subdivision hearing. Mr. Thomas advised the transaction closed on Monday. He provided a copy of the final plat of the subdivision. The deed was recorded yesterday. He explained the transaction in detail at the hearing held two weeks ago. He advised that nothing has changed. He reviewed maps with the Trustees. The developer is ready to go and the closing on CVS has them buying Lot One, Advance Auto is buying Lot Two, and he showed where Sheetz will be on Lot Three. This closing is scheduled for August 16. He noted Sheetz wants to be here two years ago. Mr. Thomas said things are going to flow really fast and smooth now. They have met with the City of St. Clairsville who is going to provide utilities. The first thing you will see, next week or so, is the beginning of the moving of the transmission lines that sit on top of the hill behind the Kettler’s home. When those transmission lines are moved then you will see the big earth moving equipment come in and they will start moving the hillside back. Mr. Coffland said there had been a question asked about Rehm Road. Mr. Thomas said there was a question about ingress/egress. He said it is supposedly primarily designated for Sheetz and their deliveries. It will be labeled a “service entrance.” But it will not prohibit anyone else from entering or exiting there. Mr. Thomas noted the developer intends to request a meeting with the Trustees to talk about what can be done and how to make that as safe as possible. He said the developer wants to make sure everyone is on the same page and that this is the best thing for Richland Township and for Belmont County.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR KETTLER’S RIDGE PLAT RICHLAND TOWNSHIP SEC 34, T-6, R-3**

**“Hearing Had-10:30 A.M.”**

**“FINAL PLAT APPROVAL”**

*O.R.C. 711.05*

Motion made by Mrs. Favede and to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Kettler’s Ridge Plat, Richland Township, Sec. 34, T-6, R-3, 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. Coffland seconded the motion and upon roll call the vote was as follows:

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

*Note: Commissioner Probst stepped out of the meeting.*

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of June 19, 2013 and June 26, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH LASH PAVING, INC. FOR ENGINEER PROJECT 13-3 RESURFACING VARIOUS COUNTY HIGHWAYS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Lash Paving, Inc., on behalf of the Belmont County Engineer, in the amount of \$690,395.48, for Project 13-3 Resurfacing Various County Highways, based upon the recommendation of Fred Bennett, County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
PROJECT 13-3 RESURFACING VARIOUS COUNTY HIGHWAYS  
CH 4 (Barton-Colerain), CH 5 (Crescent-Pleasant Grove), CH 82 (Airport) and  
a portion of CH 214 (Bellair High Ridge)**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 31st day of July, 2013 between **LASH PAVING, INC.**, P.O. Box 296 Colerain, OH 43916 and Matt Coffland, Charles Probst, Jr., and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **LASH PAVING, INC.** hereby agrees to furnish all material and do all work requisite necessary for the resurfacing of County Highways 4, 5, 82 and a portion of 214 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	DESCRIPTION	ITEMIZED PROPOSAL	
			UNIT PRICE BID	TOTAL AMOUNT BID
10,377 GAL	407	TACK COAT	\$2.20	\$22,829.40
4,504 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$130.50	\$587,772.00
10.24 MILES	642	CENTERLINE, TYPE 1 OR TYPE 2	\$825.00	\$8,448.00
20.48 MILES	642	EDGE LINE, TYPE 1 OR TYPE 2	\$646.00	\$13,230.08
1,336 CUBIC YARDS	617	COMPACTED AGGREGATE	\$43.50	\$58,116.00
		<b>TOTAL</b>		<b>\$690,395.48</b>

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 **LASH PAVING, 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.

<b>BELMONT COUNTY COMMISSIONERS</b>	<b>LASH PAVING, INC.</b>
<u>Matt Coffland /s/</u>	BY: <u>David P. Lash, Jr. /s/</u>
<u>Charles R. Probst, Jr. /s/</u>	
<u>Ginny Favede /s/</u>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTIONS ON BEHALF OF THE COUNTY ENGINEER AUTHORIZING COMMISSIONER PROBST TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OPWC STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AND TO EXECUTE CONTRACTS "AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL"**

**ATTACHMENT C**

**RESOLUTION AUTHORIZING CHARLES R. PROBST, JR., TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

Motion made by Commissioner Favede \_\_\_\_\_, seconded by Commissioner Coffland \_\_\_\_\_ to adopt the following resolution:

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 54-3.65 AND BEL 56-20.17 Bridge Replacement Project, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Charles R. Probst, Jr. is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Charles R. Probst, Jr. is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: August 7, 2013

Signed: **Belmont County Commissioners**  
Ginny Favede /s/  
Ginny Favede, President  
Matt Coffland /s/  
Matt Coffland, Vice President

Charles R. Probst, Jr.

**"AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL"**

**ATTACHMENT C**

**RESOLUTION AUTHORIZING CHARLES R. PROBST, JR., TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following resolution:  
WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and  
WHEREAS, the Belmont County Commission is planning to make capital improvements to North Twenty-Six Road Paving Project, and  
WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Charles R. Probst, Jr. is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Charles R. Probst, Jr. is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: August 7, 2013

Signed: **Belmont County Commissioners**

Ginny Favede /s/

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Vice President

\_\_\_\_\_  
Charles R. Probst, Jr.

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE WIA AREA 16 INVOICE TO BE SENT TO ODJFS IN ACCORDANCE WITH THE MOU IN PLACE FOR JULY 1, 2012 THROUGH JUNE 30, 2013**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commission President Ginny Favede to sign the WIA Area 16 invoice in the amount of \$15,159.59 to be sent to ODJFS in accordance with the Memorandum of Understanding in place for the period July 1, 2012 through June 30, 2013.

*Note: This represents the 4<sup>th</sup> quarter billing for the representatives from ODJFS that are housed at the one-stops in Belmont and Jefferson Counties for Veterans Services and in all four counties for Employment Services.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND APPROVING THE CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to sign and approve the Certificate of County-Wide Cost Allocation Plan for Maximus Consulting Services, Inc. for the year ending December 31, 2012.

*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.*

*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, 2012 are allowable in accordance with the requirements of *OMB Circular 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	<u>Ginny Favede /s/</u>
Print Name	<u>GINNY FAVEDE</u>
Title	<u>PRESIDENT</u>
Date of Execution	<u>August 7, 2013</u>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO SIGN ON BEHALF OF THE BOARD FOR ENROLLMENT IN THE CCAO 2014 WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to authorize Commissioner Favede to sign on behalf of the Board of Commissioners for enrollment in the CCAO 2014 Workers' Compensation Group Retrospective Rating Program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION**

**HONORING ST. CLAIRSVILLE CHIEF OF POLICE  
MARTIN KENDZORA**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution honoring St. Clairsville Chief of Police Martin Kendzora.

**RESOLUTION  
HONORING  
ST. CLAIRSVILLE POLICE CHIEF MARTIN KENDZORA  
ON HIS RETIREMENT**

**WHEREAS**, Police Chief Martin Kendzora has served the community and citizens of St. Clairsville as a law enforcement officer for 49 years and in the capacity of chief since 1975; and

**WHEREAS**, Chief Kendzora has dedicated his life to serving the public with integrity and fairness while carrying out his duties of protecting lives and property from harm; and

**WHEREAS**, Chief Kendzora has earned the respect and cooperation of all law enforcement departments in Belmont County and its surrounding areas; and

**WHEREAS**, Chief Kendzora has decided the time has come to hang up his badge and gun and will be greatly missed and fondly remembered by those whose lives he has touched; and

**WHEREAS**, Chief Kendzora has left a legacy to be proud of and has created a strong foundation for those who will follow in his footsteps.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Belmont County Commissioners, on behalf of all county residents, extends its deepest gratitude to Police Chief Martin Kendzora for a job well done and offers sincere wishes for a long, healthy and happy retirement. Adopted this 7<sup>th</sup> day of August, 2013.

**BELMONT COUNTY COMMISSIONERS**

Ginny Favede /s/

Matt Coffland /s/

Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF** \_\_\_\_\_  
**ROSS ESTATES, SECOND ADDITION** \_\_\_\_\_  
**RICHLAND TOWNSHIP, SEC 29, T-7, R-4** \_\_\_\_\_

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date August 7, 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Ross Estate, Second Addition, Richland Township Sec 29, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**

*Revised Code Sec. 711.05*

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To: Cindi Henry, F.O., Richland Township Trustees, P. O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the 21st day of August, 2013, at 10:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

- Mail by certified return receipt requested

cc: Richland Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTRACT  
BETWEEN BCDJFS AND REBECCA SAFKO FOR  
FISCAL SERVICE RELATIVE TO WIA AREA 16**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the contract between Belmont Co. Dept. of Job & Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Act (WIA) Area 16 effective Sept. 1, 2013 through December 31, 2014 in an amount not to exceed \$49,969.00 and further authorize Commission President Ginny Favede to sign on behalf of BCDJFS.

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

**Purchase of the Performance of Services Contract**

**Whereas**, this contract, entered into on this 7th. day of August, 2013, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA Area 16 fiscal services 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 WIA Area 16 fiscal services. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, and #17.260) for the costs incurred under this contract.

**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:** Rebecca Safko  
244 Hazel Drive  
Pittsburgh, PA 15228  
412-388-0144 or 740-632-4671 cell

**III CONTRACT PERIOD**

This contract and its terms will become effective on September 1, 2013. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2014, for a total of 16 months. The contract may be extended for an additional 12-month period based on the satisfactory performance of services by the Contractor.

**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.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

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.

**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. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be September 1, 2013 through December 31, 2014. At a minimum, this contract requires the Contractor to perform the following services:  
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WIB, act as liaison between ODJFS and Area 16 counties, assist counties with WIA A-133 audits, as needed; prepare the Area 16 A-133 audit schedules and footnotes; liaison with the Auditor of State regarding the Area 16 audit; and maintain Area 16 fiscal documentation.
2. 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.
3. Contractor shall meet all performance standards included and incorporated into 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.
4. 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 agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Investment Act program and related activities as they apply to all counties in WIA Area 16.
4. 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 services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIA programs.

**D. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by 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.

Failure of Contractor to deliver all required invoices 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 - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours 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, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. 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 Funds (CFDA # 17.258, #17.259, and #17.260). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$49,969.00 (16-month contract)**. **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 Workforce Area 16 Fiscal Services.

**Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$49,969.00.**

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered, 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.

**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 acceptance of closeout report. 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, if applicable.

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**

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 in connection with any omission or negligent action.

**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 PROCUREMENT**

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

**Rebecca Safko, Performance of Services Budget**

**September 1, 2013 through December 31, 2014 = 16 months**

		Hours to Perform	Frequency 9/1/13- 12/31/14 65 weeks	Annual Hours Budgeted
Weekly	Draw Process	1	65	65
	Emails and Technical Asst.	2	65	130
Monthly	Process Financials	3	16	48
	Review & Oversight	3	16	48
	Maintain & Update Budgets	3	16	48
	Belmont financials	5	16	80
	Belmont NEG 25 Monitoring	3	5	15
	Jefferson NEG 25 Monitoring	3	5	15
	*NEG25 & 26 budgeted through Sept. 2013			
Quarterly	One-Stop COG/WIB	4	5	20
	WIB State Fiscal meeting(Columbus)	15	5	75
	Reconcile w/State financials	7	5	35
		4	5	20
Annually	Audit Belmont WIA	15	1	15
	Audit Area16 and certifications	30	1	30
	Monitoring:			
	Belmont Fiscal & Program	20	1	20
	Belmont Youth Contract	8	1	8
	Carroll Fiscal & Program	20	1	20
	Harrison Fiscal & Program	20	1	20
	Jefferson Adm CAC-Fiscal & Program	8	1	8
	Jefferson Program	20	1	20
	Research	21	1	21
	Write up & record keeping	15.75	1	15.75
New Financial System development/State required Training/Technical Assistance				150
WIA meetings & accounting and/or monitoring training				64
Total Hours			990.75	
Hourly Rate			41.5	
16 month contract, compensation for Activities detailed above				41,116.13
Software/supplies/phone/internet/computer usage				802.87

Insurance			1,500.00
Travel	10,000 mi.	0.565	5,650.00
Training			900.00

16 Month contract, September 1, 2013 through  
December 31, 2013 \$49,969.00

**XL SIGNATURES**

<u>Ginny Favede /s/</u>	8/7/13
<b>Belmont County Department of Job and Family Services</b>	<b>Date</b>
<u>Matt Coffland /s/</u>	8/7/13
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Charles R. Probst, Jr. /s/</u>	8/7/13
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Ginny Favede /s/</u>	8/7/13
<b>Belmont County Commissioner</b>	<b>Date</b>
<u>Rebecca Safko /s/</u>	8/7/13
<b>Rebecca Safko,</b>	<b>Date</b>
<b>Consultant</b>	
<u>David K. Liberati /s/</u>	8-7-13
<b>Approved as to form:</b>	<b>Date</b>
<b>Belmont County Prosecutor</b>	

Upon roll call the vote was as follows:

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

Reconvened 10:10 a.m., August 14, 2013-Present: Commissioners Probst and Coffland. Absent: Commissioner Favede

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of August, 2013.

\_\_\_\_\_  
COUNTY COMMISSIONERS

We, Ginny Favede 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