

St. Clairsville, Ohio

December 12, 2012

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Albert Parkhurst & others	Veterans Commission salaries/General Fund	5,025.00
A-AT&T	Fax line-Magistrate/General Fund	75.50
A-BP Products North America	Gasoline-Auditor/General Fund	346.28
A-CourtView Justice Solutions	November services-Public Defender/General Fund	1,375.00
A-Janet Krulock	Appearance Fee/General Fund	320.00
A-Jerry Olack	Coroner's back-up person/General Fund	600.00
A-Joe Atkinson	Investigator's Fees/General Fund	420.80
A-Matt Coffland	Reimburse travel expenses/General Fund	108.00
A-Ohio Assoc. of Probate Judges	Dues/General Fund	485.00
A-Ohio Valley Printing Company	Envelopes-Clerk of Courts/General Fund	260.20
A-Quill	Supplies-Adult Probation/General Fund	209.90
A-Redwood Toxicology	Drug testing/General Fund	2,104.37
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	282.08
A-Staples	Supplies/General Fund	171.34
A-The Times-Leader	Advertisement for open position-Public Defender/General Fund	259.98
A-Wheeling Office Supply Co.	Supplies-Title Office/General Fund	160.70
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	152.74
E-AT&T	Wireless bill/911 Wireless Fund	577.73
G-Belmont Co. Tourism Council	Monthly operating expenses-December/Lodging Excise Tax Fund	20,000.00
K-Fred Bennett	Reimburse travel expenses/Engineer MVGT Fund	\$113.40
K-Shereza O'Hara	Reimburse travel expenses/Engineer MVGT Fund	151.44
N-Fields Excavation, Inc.	Projects/Neffs Sanitary Sewer Project	50,000.00
N-Lash Excavating and Paving, Inc.	Courthouse parking lot/Courthouse Parking Lot Fund	160,120.00
P-Auma Actuators, Inc.	Materials/WWS#3 Revenue Fund	780.22
P-Avaya, Inc.	Services/SSD#2 Revenue Fund	197.57
P-Cintas Corp.	Services/BCSSD Funds	919.55
P-Green Valley Co-op Inc.	Materials/BCSSD Funds	7,388.36
P-EORWA	Sewage Disposal/BCSSD Funds	35,776.51
P-EORWA	Services/WWS#3 Revenue Fund	14,510.00
P-HD Supply Waterworks, Ltd.	Materials/Water and Sewer Development Fund	8,865.48
P-HLC Trucking Co.	Services/WWS#3 Revenue Fund	7,616.00
P-Postmaster	Supplies/BCSSD Funds	3,669.90
P-Roger L. Tipton Garbage	Services/BCSSD Funds	84.00
P-Staples	Supplies/BCSSD Funds	62.75
P-Village of Bridgeport	Services/WWS#3 Revenue Fund	14,700.00
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,085.00
S-Courtview	2013 Maintenance/Eastern Div. Ct. Computer Fund	907.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Lilienthal	Checks/Eastern Ct. General Special Projects Fund	450.00
S-Steven G. Avdakov	Services/OUE Brick Tavern/Tourism Match Fund	212.25
S-TSG	Warranty/Eastern Div. Ct. Computer Fund	99.00
S-United Bank	Armory property loan payment for Jan. 2013/Port Authority Fund	2,625.49
T-Centennial Preservation Group, LLC	Construction/OUE Brick Tavern/Construction Only Fund	2,428.38
Y-Powhatan Point, Village of	Route 7 Project/County Motor Vehicle License Tax Fund	24,999.66

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 December 12, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$3,737.72; \$59,567.92; \$45,316.31
A-GENERAL/AUDITOR	\$479.20
A-GENERAL/CORONER	\$473.84
A-GENERAL/EMA	\$5,644.44
A-GENERAL/HEALTH DEPT.	1,614.77
A-GENERAL/JUVENILE COURT	\$988.37
A-GENERAL/MAGISTRATE	\$1,390.18
A-GENERAL/RECORDER	\$4,424.48
A-GENERAL/SHERIFF	\$36,897.15
A-GENERAL/TREASURER	\$903.41
A-GENERAL/911	\$3,791.02
B-Dog Kennel	\$862.86
H-Job & Family, CSEA	\$46,409.22; \$2,857.62; \$13,931.20
H-Job & Family, Public Assistance	\$18,145.22; \$277.29; \$54,917.56; \$4,683.78; \$218.30
H-Job & Family, WIA	\$42,399.08; \$144,442.13; \$25,087.58
J-Real Estate Assessment Fund	\$16,466.98

M-Juvenile Ct. – Care and Custody	\$150.00
M-Juvenile Ct. – Intake Coordinator	\$245.00
M-Juvenile Ct. – Placement Services	\$7,632.00
M-Juvenile Ct. – Title IV-E Reimb.	\$1,337.79
N-SSD#1 Capital Improvements	\$15,536.20
P-Oakview Admn Bldg.	\$114.06; \$135.00
P-Old Sheriff’s Residence	\$27,897.40
P-Sanitary Sewer District	\$3,105.81; \$4,234.55; \$1,002.75; \$27,146.51; \$1,954.43; \$195.02; \$96.13; \$956.26; \$157.78; \$2,914.72; \$577.72; \$13,463.37; \$9,121.36; \$10,785.94; \$14,276.94; \$410.22; \$6,771.09; \$9,418.27
S-District Detention Home	\$3,122.43
S-Job & Family, Children Services	\$1,700.00; \$71,530.40; \$190,348.84
S-Job & Family, Senior Program	\$31,816.58; \$799.05; \$671.72
S-Juvenile Ct. General Special Projects	\$360.09
S-Oakview Juvenile Residential Center	\$5,853.81
S-Sheriff Commissary	\$292.01
S-Sheriff CCW	\$4,021.40
T-Sanitary Sewer District	\$241.33; \$177.18
W-Law Library Fund	\$860.54

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0055-A004-B01.002 Salaries-Employees	E-0051-A001-A50.000 Budget Stabilization	\$42,000.00
E-0056-A006-E06.000 Travel	E-0056-A006-E13.012 Equipment	\$ 29.70
E-0056-A006-E05.000 Contract Repairs	E-0056-A006-E13.012 Equipment	\$ 26,725.86
E-0056-A006-E04.011 Contract Services	E-0056-A006-E13.012 Equipment	\$ 47,725.57
E-0056-A006-E02.010 Supplies	E-0056-A006-E13.012 Equipment	\$ 5,502.38
E-0056-A006-E07.000 Other Expenses	E-0056-A006-E13.012 Equipment	\$ 2,000.00
E-0121-A006-B02.002 Salaries	E-0051-A001-B02.002 Salaries	\$ 900.00

BELMONT CO. JFS/BOND EXPENSES O38

FROM	TO	AMOUNT
E-9217-O38-O00.50 Bond Payments	E-9217-O038-O03.000 Bond Expenses	\$ 795.00

PROSECUTORS VICTIMS ASSISTANCE FUND W80

FROM	TO	AMOUNT
E-1511-W080-P07.006 Hospitalization	E-1511-W080-P01.002 Salary	\$ 1,800.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

BELMONT CO. 911 WIRELESS FUND E11 AND GENERAL FUND

FROM	TO	AMOUNT
E-2301-E011-E03.000 Training	E-0040-A000-A47.574 Transfers In	\$ 7,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION

CHARGEBACKS-NOVEMBER AND DECEMBER, 2012

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for November and December, 2012.

FROM	TO	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500 5,210.60
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500 13,770.02
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500 0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500 20,839.42
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500 0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500 4,467.08
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500 0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500 1,861.78
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500 2,792.66
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500 930.89
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500 2,605.30
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500 0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500 2,605.30
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500 743.52
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500 1,115.28

E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	78,704.54
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	129,515.14
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,762.28
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,861.78
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	4,092.34
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	31,145.22
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,373.86
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,585.34
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	42,283.08
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,559.42
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,861.78
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,861.78
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,124.80
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,966.42
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	20,370.80
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,934.44
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	4,928.80
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	659.04
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	245.92
	COUNTY HEALTH		
E-2210-E001-E01.002	County Health	R-9891-Y091-Y01.500	11,574.32
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,205.96
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	1,338.33
E-2216-F078-F01.002	Tobacco	R-9891-Y091-Y01.500	132.36
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	294.12
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog	R-9891-Y091-Y01.500	161.78
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,861.78
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	4,282.69
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,723.56
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00

TOTALS 470,353.53

Mr. Probst Yes

Mr. Coffland Yes

Mrs. Favede Yes

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

Motion made by Mr. Probst seconded by Mrs. Favede to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of November, 2012.

Gross Wages P/E 11/03/12 to 11/17/12

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6,042.23
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	415.52
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,475.88
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,705.02
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	3,753.52
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,820.12
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,336.71
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,432.20
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,379.47
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	3,953.41
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,190.08
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,183.46

PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,740.14
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,411.34
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,897.18
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,059.02
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,587.34
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,914.47
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,500.37
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,825.98
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,806.50
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	37.31
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>414.60</u>
			71,326.57
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	886.85
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,547.48
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	170.91
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	53.50
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	56.43
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	755.64
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	351.71
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	60.50
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	131.06
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	388.58
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	206.27
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	49,674.24
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	4,657.62
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	683.90
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,851.15
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	1,821.28
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,540.42
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	10,690.35
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,311.74
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	681.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	291.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,043.60
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	642.52
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	524.35
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	333.15
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	507.96
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,638.15
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,359.54
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	557.72
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,509.75
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	185.94
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	32.38
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,207.77
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,774.69
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,551.49
COMM PLEAS/MEDIATION			
SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	161.00
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	22,580.69
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	11,418.70
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,753.06
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	324.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	271.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	704.92
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,116.41
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	196.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.44
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	525.22
UNDIVIDED ESTATE TAX	E-9812-Y012-Y04.000	R-9895-Y095-Y01.500	30.33
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	237,404.82

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on following specified dates:

January 4, 2012

B000 BELMONT COUNTY DOG AND KENNEL FUND

E-1600-B000-B03.010	Supplies	\$1,000.00
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December 12, 2012

COMMON PLEAS COURT/INTENSE PROBATION A00

E-0061-A002-B05.000	Supervisory Fees	\$4,382.14
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FOR 911 GENERAL FUND A00

E-0056-A006-E01.002	Salaries	\$7,000.00
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BEL. CO. SHERIFF GENERAL FUND

E-0131-A006-A04.002	Salary-Road	\$ 2,520.00
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911 FUND E10

E-2200-E010-E05.012	Equipment	\$10.00
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911 FUND E11

E-2301-E011-E01.011	Contract Services	\$ 10,848.71
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G50 LODGING EXCISE TAX FUND

E-1910-G050-G01.000	Convention & Visitors Bureau	\$5,000.00
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BEL. CO. SSD/REVENUE WWS #3 FUND P05

E-3702-P005-P17.002	Salaries	\$ 70,000.00
E-3702-P005-P35.005	Medicare	\$ 2,000.00
E-3702-P005-P29.003	PERS	\$ 20,000.00
E-3702-P005-P21.000	Materials	\$ 10,000.00
E-3702-P005-P19.012	Equipment	\$ 5,000.00
E-3702-P005-P23.011	Services	\$ 15,000.00
E-3702-P005-P31.000	Other Expenses	\$ 28,000.00

OAKVIEW JUVENILE VARIOUS FUNDS

E-8011-S031-S02.000	Food (Meal Tickets)	\$ 90.00
E-8011-S031-S02.000	Food (NSLA)	\$ 1,499.13
E-8012-S032-S00.000	Activity Fund	\$ 168.00

PROSECUTORS VICTIMS ASSISTANCE FUND W80

E-1511-W080-P08.005	Salary	\$ 255.00
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BEL. CO. SHERIFF/RESERVE ACCOUNT FUND U10

E-9710-U010-U06.000	Reserve	\$ 840.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND A00

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 December 12, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
GENERAL FUNDS

A00 GENERAL FUND

E-0011-A001-B03.010 PO CLOSED	13,737.35
E-0011-A001-B04.012 PO CLOSED	10,084.60
E-0011-A001-B05.012 PO CLOSED	5,592.76
E-0011-A001-B07.000 PO CLOSED	779.37
E-0011-A001-B11.000 PO CLOSED	181,538.51
E-0170-A006-G05.011 PO CLOSED	784.35
E-0170-A006-G06.000 PO CLOSED	1,104.99
E-0170-A006-G08.000 PO CLOSED	202.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 5, 2012, 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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Linda Wells and Lawrence Wehr to travel to Cambridge, OH, on Dec. 13, 2012, for a Barnesville Senior Center outing. Michael Schlanz to travel to Pennsylvania on Dec. 13, 2012, to attend a one day Pennsylvania for Shale Net Meeting. Estimated expenses: \$55.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Dwayne Pielech, Director, Lori O’Grady and Lynn Zanke of Belmont County Department of Job & Family Services, Cindy Michael, union representative and Consultant Mark Lucas, and Bryan Butcher (Clemans-Nelson), pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURING EXECUTIVE SESSION AT 12:00 P.M.

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

Upon roll call the vote was as follows:

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

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

OPEN PUBLIC FORUM – Jerry Milliken, representing the Flushing Seniors, approached the board and asked that they buy a piece of property in Flushing and build a new senior center. He presented a map and property description. Mr. Coffland said that Flushing Senior Services has asked the board to look at a property. It was the former Village Restaurant that has burned down. The seniors want to consider moving from the church basement and build their own center. The property Mr. Milliken spoke of is current with taxes. The price is not known of this piece of property. Mr. Probst said maybe we can contact the property owner to get a first right of refusal signed. Mr. Probst suggested perhaps the Assistant Prosecutor could assist in preparing a letter to the owner.

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 meetings of October 10, 15 and 17, 2012.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE PAY APPLICATIONS NO. 5 & 6 FOR CHAMBERS, MURPHY & BURGE, LTD./HISTORIC SHERIFF’S RESIDENCE ADAPTIVE REUSE

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute pay applications No. 5 and No. 6 for Chambers, Murphy & Burge, Ltd., for construction engineering services on the Historic Belmont County Sheriff’s Residence Adaptive Reuse, ODOT PID 78794, as follows:

<u>Pay Application #5 (Sept. services)</u>	<u>Pay Application #6 (Oct. services)</u>
Fed/State Match \$2,469.75	Fed/State Match \$3,633.40
Local Match 617.44	Local Match 908.35
Total \$3,087.20	Total \$4,541.75

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE INVOICE NO. 6 FOR WALLER CORP./HISTORIC SHERIFF’S RESIDENCE ADAPTIVE REUSE

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute Invoice No. 6 for Waller Corporation for the Historic Belmont County Sheriff’s Residence Adaptive Reuse, ODOT PID 78794, as follows, based upon the certification of Chambers, Murphy & Burge, Project Architect:

Federal Share (80%)	\$ 105,486.42
Local Share (20%)	26,371.61
Total:	\$ 131,858.03

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST #8/
NEFFS SANITARY SEWER PROJECT PHASE I
(NEFFS, WEST NEFFS & ST. JOE)/BCSSD**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Pay Request #8 in the amount of \$202,588.94, for the Neffs Sanitary Sewer Project Phase I, (Neffs, West Neffs and St. Joe Sanitary Sewer), based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO EXECUTE THE GRANT AGREEMENT WITH OHIO DEVELOPMENT
SERVICES AGENCY FOR THE CDBG, GRANT NO. B-F-12-1AG-1**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Charles R. Probst, Jr. to execute the Grant Agreement with the Ohio Development Services Agency for the Community Development Block Grant Program, Grant No. B-F-12-1AG-1 in the amount of \$256,000.00, for the period beginning September 1, 2012 and ending February 28, 2014.

**STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY HOUSING IMPROVEMENT PROGRAM
CFDA No. 14.228
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: B-F-12-1AG-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **the Ohio Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter "Grantor"), and **Belmont County Board of Commissioners**, located at **101 West Main Street, Courthouse, St. Clairsville, Ohio 43950**, (hereinafter "Grantee"), the period beginning **September 1, 2012** and ending **February 28, 2014** (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. Grantor, through its Division of Community Services, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Fifty Six Thousand Dollars and no cents (\$256,000.00)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **Community Development Block Grant Program (CDBG)**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Grant Funds. Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement Grantor may withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Developments (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

- a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor Audit Office:
 - i. The opinion on the financial statements is other than unqualified.
 - ii. The report identifies a material instance of noncompliance.
 - iii. The report identifies a reportable condition or material weakness in internal controls.
 - iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded program.
 - v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
 - vi. The report contains an uncorrected significant finding from a prior related audit.
- b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to Grantor Audit Office. (See the OCD Financial Management Rules and Regulations Handbook.)
- c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.
- d. Grantee shall permit and not constrain Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Grant Funds. Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which are disallowed by said federal agency and which must be refunded thereto by Grantor.

15. Certification of Grant Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination.

- a. Grantor may immediately terminate this agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 2. Failure of Grantee to submit any reports required by this agreement that is complete and accurate.
 3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 4. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under paragraph Section 17.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

20. Liability. Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. Adherence to State and Federal Laws, Regulations.

a. **General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

b. **Ethics.** In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13 (I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

22. **Outstanding Liabilities.** Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

25. **Miscellaneous.**

a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any action or proceedings by Grantee against Grantor or the State of Ohio, involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. **Entire Agreement.** Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:
Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In case of Grantee, to:
Belmont County Board of Commissioners
101 West Main Street, Courthouse
St. Clairsville, Ohio 43950
Attn: Charles R. Probst, Jr., President

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. **Assignment.** Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor of their respective employees or agents.

k. **Binding Effects.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitations, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:
Belmont County Board of Commissioners
Charles R. Probst, Jr., President

GRANTOR:
State of Ohio
Department of Development
Christine Schmenk, Director
Ohio Department of Development

By: Charles R. Probst, Jr. /s/
Printed Name: Charles R. Probst, Jr.
Title: President
Date: 12/12/12

By: _____
Printed Name: _____
Title: _____
Date: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RUMA FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH HESS OHIO RESOURCES, LLC/ENGINEER

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure** with Hess Ohio Resources, LLC, for use of 1.40 miles of County Road 64 (Shepherdstown Rd.) for ingress and egress from the Short Creek B Well Site for drilling activity, based upon the recommendation of Fred Bennett, County Engineer.

Note: Hess Ohio Resources will post a road bond in the amount of \$100,000.00 for this project.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is **101 W. Main Street, Courthouse, St. Clairsville, Ohio 43950** (hereafter "Authority"), and **Hess Ohio Resources, LLC**, a Delaware limited liability company, whose address is **1501 McKinney, Houston, Texas 77010** (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wheeling Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the **Short Creek B Well Site**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Short Creek B Well Site** (hereafter collectively referred to as "oil and gas development site") located in Wheeling Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of **1.40 miles of CR 64 (Shepherdstown Road)** for the purpose of ingress to and egress from the **Short Creek B Well Site**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the **Short Creek B Well Site** (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre- Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 64 (Shepherdstown Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH-9 and headed in a northeastern direction for approximately 1.40 miles and ending at the Belmont County line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 64 (Shepherdstown Road) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **ONE HUNDRED THOUSAND & 00/100 DOLLARS (\$100,000.00)**. The following shall be completed:

a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.

b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.

c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that Ohio Attorney General Opinion 2012-029 was issued on September 19, 2012, holding that the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity

whatsoever.

- 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
 - 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 - 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
 - 14. Agreement shall be governed by the laws of the State of Ohio.
 - 15. This Agreement shall be in effect on Dec. 12, 2012.
- Executed in duplicate on the dates set forth below.

Authority
Belmont County
 By: Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr., Belmont Co. Commissioner
 By: Ginny Favede /s/
 Ginny Favede, Belmont County Commissioner
 By: Matt Coffland /s/
 Matt Coffland, Belmont County Commissioner
 By: Fred F. Bennett /s/
 Fred F. Bennett, Belmont County Engineer

Operator
Hess Ohio Resources, LLC
 By: Joaquin M. Martinez /s/ 12/3/12
 Joaquin M. Martinez, Operations Manager

Dated: 12/7/12
Approved as to Form:
David K. Liberati /s/ (Assistant)
 Christopher M. Berhalter, Belmont County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Use and restore CR 64 in accordance with the attached plans and/or county standards (see Exhibit A, attached hereto and made a part hereof).
- 4) Maintain CR 64 during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law, when applicable.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis, (740) 310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST FROM
 TOURISM COUNCIL FOR ADDITIONAL MONIES FROM
 LODGING TAX RECEIPTS FOR DECEMBER, 2012**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional five thousand dollars (\$5,000.00) from the lodging tax receipts for the month of December 2012 for their contribution to the Veterans Traveling Tribute.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
 GENERAL WARRANTY DEED FOR THE TRANSFER OF
 LOT #40 SITUATED IN FOX COMMERCE PARK TO THE
 BELMONT COUNTY CIC**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the General Warranty Deed for the transfer of Lot # 40 situated in the Fox Commerce Park from the County of Belmont, by and through the Belmont County Commissioners, to the Belmont County Community Improvement Corporation.

Note: This is for Tim's Custom Installation. This transfer was approved on Oct 3, 2012

GENERAL WARRANTY DEED

THE COUNTY OF BELMONT, a political subdivision of the State of Ohio, by and through the Belmont County Commissioners, the Grantor, for valuable consideration paid, grants, with covenants of general warranty, to **THE BELMONT COUNTY COMMUNITY IMPROVEMENT CORPORATION**, a non-profit corporation, the Grantee, whose tax mailing address is 117 East Main Street, St. Clairsville, Ohio 43950, the following described real property:

Situated in the County of Belmont, State of Ohio, Richland Township, Section 32 and 33, Township 7, Range 4 and being identified as Lot 40 of the Belmont County Fox Commerce Park of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.
Parcel No. 33-00032.027.

Subject to the restrictive covenants for Belmont County Fox Commerce Park which are set forth more specifically on the Plat of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Also excepting and reserving all conveyances, restrictions, exceptions, reservations and easements, including coal and/or other minerals heretofore sold and conveyed, or of record.

Being a part of the same premises conveyed to the County of Belmont, Ohio by Warranty Deed of record in Volume 752, Page 356, of the Records of Deeds of Belmont County, Ohio.

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2012 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

Executed this 12th day of December, 2012.

THE COUNTY OF BELMONT, OHIO
By: Ginny Favede /s/
Ginny Favede
By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.
By: Matt Coffland /s/
Matt Coffland

Upon roll call the vote was as follows:

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

BREAK

IN THE MATTER OF THE AGREEMENT BETWEEN BELMONT CO. BOARD OF DEVELOPMENTAL DISABILITIES AND BELMONT CO. EMERGENCY MANAGEMENT AGENCY (EMA) FOR THE PURCHASE OF GASOLINE

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the renewal of the agreement between Belmont County Board of Developmental Disabilities and Belmont County Emergency Management Agency, effective January 1, 2013 to December 31, 2013 for the purchase of gasoline for EMA vehicles at a price of five cents (\$.05) above the County Board of DD's cost; *this contract shall automatically renew for two consecutive one year terms unless otherwise terminated.*

DISCUSSION HELD: *Mr. Probst noted the EMA's cost is 5 cents above the Bd of DD's cost and questioned what the Board of DD's cost is. He noted the county already gets a tax break. He also noted that the contract auto renews for 2 consecutive terms and asked that it be resubmitted for a one-year term. Commissioner Favede said she would abstain until further information is received.*

Upon roll call the vote was as follows:

Mr. Probst No
Mr. Coffland No
Mrs. Favede Abstain

IN THE MATTER OF APPROVING THE REVISED BELMONT COUNTY BURIAL ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the revised **Belmont County Burial Assistance Program** policy for eligible individuals effective January 1, 2013; maximum amount of assistance totals remain \$750.00 for adults and children over age eleven and \$500.00 for children under age eleven.

Note: Eligibility is established by the Department of Job & Family Services. This revision will now allow the resources of the deceased individual and/or contributions made on their behalf to affect the amount of burial assistance dollar for dollar.

BELMONT COUNTY BURIAL ASSISTANCE PROGRAM

The Belmont County Commissioners have established a Burial Assistance Program for deceased eligible individuals to defray the cost of burial expenses. The maximum amount of assistance totals \$750.00 for adults and children over age eleven and \$500.00 for children under age eleven. The \$750.00 will be paid by the Board of County Commissioner's. **No payment will be made if the funeral directors charges exceed \$1,500 for total charges.**

Appropriate charges include: casket, service, clothing, transportation, embalming, outside receptacle, grave space, opening and closing the grave, cremation and proper receptacle for ashes, disposal of remains from cremation, and any other services, material, or incidental expenses required for burial.

ELIGIBILITY:

Eligibility will be established by the Department of Job and Family Services after the funeral director has obtained a Confidentiality Wavier from the family of the deceased.

Eligibility is limited to the following categories and all eligibility factors must be met:

- (1) Ohio Works First cash recipients including newborns who die before they could be added to the grant and stillborn infants if there is a certificate of fetal death;
- (2) Children receiving Foster Care Maintenance under Title IV-E of the Social Security Act;
- (3) Disability Assistance (GA) recipients;
- (4) Supplemental Security Income recipients including individuals residing in Long Term Care facilities who do not receive SSI but would be eligible if they were residing in an independent living arrangement.
- (5) Medicaid eligible. If they receive Medicaid through the spend-down process they would have to meet their spend-down by paying or incurring expenses in the month they died. NH residents with no pre-paid burial would qualify.**
***Note- newborn/ stillborn eligible if mother is Medicaid eligible.**
- (6) Indigent with no family/ unclaimed bodies- if not covered under the above guidelines.

RESOURCES AND CONTRIBUTIONS:

Resources of the deceased individual and/or contributions made on behalf of the individual **will** affect the amount of burial assistance **dollar for dollar.**

***BURIAL OF OTHER INDIGENT INDIVIDUALS MAY BE THE RESPONSIBILITY OF THE TOWNSHIP OR CORPORATION WHERE THE PERSON RESIDED AS DEFINED BY SECTION 5101.521 OF THE OHIO REVISED CODE.**

CHANGES ARE **BOLDED.**

Effective 1/1/2013

Revised 9/19/2012

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE GOVERNMENT ENTITY DEPOSITORY RESOLUTIONS FOR COMMERCIAL DEPOSIT ACCOUNTS WITH WESBANCO BANK, INC./TREASURER

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the Government Entity Depository Resolutions for the following Commercial Deposit Accounts with Wesbanco Bank, Inc. on behalf of the Belmont County Treasurer: Account Nos. 642003982, 642004366, 642003839. Note: This is for signature card changes necessary due to personnel changes in the Treasurer's office.

GOVERNMENT ENTITY DEPOSITORY RESOLUTION

SECRETARY'S CERTIFICATE. I certify that I am Secretary of **BELMONT COUNTY COMMISSIONERS** ('Entity'), a government entity in good standing under the laws of Ohio. The following is an accurate copy of resolutions adopted by the Entity's governing body at a meeting properly called and held on December 12, 2012, at which a quorum was present. Such resolutions have not been amended or revoked, and they do not conflict with any provision of any document by which the Entity is bound:

- RESOLVED, that **WESBANCO BANK INC** ('Bank') is designated a depository of funds for the Entity;
- RESOLVED, that any prior resolutions remain in effect except as changed by those adopted today. The Entity ratifies all transactions purportedly done on its behalf with the Bank before these resolutions were delivered to the Bank. Any change(s) to these resolutions will take effect only after the Bank has received written certification of the change(s) and has had reasonable time to act on the change(s);
- RESOLVED, that the Entity agrees to be bound by the Bank's Commercial Deposit Account Agreement for each account permitted by these resolutions;
- RESOLVED, that the Bank is authorized to honor, pay, and charge the Entity's account(s) for any item purporting to have been signed on behalf of the Entity with a facsimile signature that resembles a specimen the Entity has certified to the Bank, no matter by whom or by what means the actual or purported signature may have been made;
- RESOLVED, that the persons names below, whose manual and/or facsimile signatures are provided next to their respective names, are authorized to sign and authorize checks, drafts, withdrawal slips, and any other orders for the payment of money, whether by paper, electronic, or other means, even if payable to the signer or used to discharge or reduce any obligation of the signer. The Bank has no duty to inquire into any such action before executing it, even if the action benefits the signer individually. Number of signatures required: 1.
- RESOLVED, that the Secretary of the Entity is directed to certify and deliver a copy of these resolutions to the Bank, the signature cards bearing the genuine signatures of the persons named below, and any other documents that the Bank requires.

AUTHORIZED PERSONS. The names and genuine signatures, manual facsimile, of the authorized persons for account 000000642003982, 000000642004366, and 000000642003839.

X Katherine J K Curfman /s/ (Seal) 12/07/2012

KATHERINE J K CURFMAN Date

X Joseph A Gaudio /s/ (Seal) 12/07/2012

JOSEPH A GAUDIO Date

X Freda R Masciarelli /s/ (Seal) 12/07/2012

FREDA R MASCIARELLI Date

IN WITNESS WHEREOF, I have signed this certification on the date shown b my signature and have affixed the Entity's seal.

BELMONT COUNTY COMMISSIONERS

X _____ (Seal) _____

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SECOND AMENDMENT TO THE VENDOR AGREEMENT WITH NEFFS EMS/BCDJFS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the second amendment to the Neffs EMS Title XIX contract to increase the maximum amount from \$150,000.00 to \$170,000.00 effective December 1, 2012 through December 31, 2012 due to increases in usage. All other terms of the agreement remain unchanged.

AMENDMENT TO VENDOR AGREEMENT WITH NEFFS EMS

The parties agree to increase the maximum amount of the agreement from \$150,000.00 to \$170,000.00 due to increases in usage.

All other terms of the agreement remain unchanged.

This amendment takes effect upon signature of all parties.

Dwayne Pielech /s/ 12-4-12

Dwayne Pielech, Director Date

John Driscoll /s/ 12/12/12

John Driscoll Date

Matt Coffland /s/ 12/12/12

Belmont County Commissioner Date

Charles R. Probst, Jr., /s/ 12/12/12

Belmont County Commissioner Date

Ginny Favede /s/ 12/12/12

Belmont County Commissioner Date

Approved as to Form

David K. Liberati /s/ (Assistant) 12/12/12

Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SUBCONTRACT AGREEMENT BETWEEN THE WORKFORCE INVESTMENT BOARD, CANTON, OHIO AND OHIO AREA 16 WORKFORCE BOARD ADMINISTRATIVE ENTITY (CARROLL COUNTY) AND FISCAL AGENT (BELMONT CO. DJFS) FOR THE OHIO BUSINESS RESOURCE NETWORK (BRN) GRANT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Subcontract Agreement between the Workforce Investment Board, Canton, Ohio, and Ohio Area 16 Workforce Board Administrative Entity (Carroll County) and Fiscal Agent (Belmont Co.

Job & Family Services) for the Ohio Business Resource Network (BRN) grant in the amount not to exceed \$794,425.00, effective July 1, 2012 through June 30, 2015.

Note: This federal grant provides for a business liaison between the One Stop programs (Connections) in each of the WIA Area 16 counties (Carroll, Belmont, Harrison and Jefferson County) and the local businesses and chambers of commerce to bring Connections programs closer to the business community. The liaisons will be employment specialists and will assist businesses with workers comp and unemployment questions, capital, funding and loan assistance, etc.

Agreement Number PY12-WIF-1204

SUBCONTRACT AGREEMENT

BETWEEN:

The Workforce Investment Board,
dba the Workforce Initiative Association

822 30th Street NW Investment
Canton, OH 44709

AND:

Ohio Area 16 Workforce Board
Administrative Entity-Carroll Co. Job & Family
Services
95 East Main St, PO Box 219
Carrollton, OH 44615
Fiscal Agent-Belmont Co. Job & Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
Federal ID#: 34-6000236
Contact Person: Debra Knight
Telephone Number: 330.627.3804
FAX Number: 330.627.3121

Federal ID#: 34-1166720
Contact Person: Alice Stephens
Telephone Number: 330.491.2625
FAX Number: 330.491.2600

WHEREAS, Workforce Initiative Association (WIA), as administrative entity for the Workforce Investment Board of Stark and Tuscarawas Counties, and hereinafter referred to as GRANTEE, has received Federal financial assistance for the purpose of expanding the Ohio Business Resources Network (BRN) which connects workforce development, economic development and education in a collaborative, seamless and customer-focused partnership structure to deliver more effective and efficient business services;

AND, WHEREAS, GRANTEE, on behalf of the Workforce Initiative Association’s Workforce Investment Board (WIB) has contracted with the United States Department of Labor (USDOL) to further develop and expand the Ohio Business Resource Network through the Workforce Innovation Fund (WIF) grant;

AND, WHEREAS, GRANTEE has awarded a sub-contract to the WIA Local Area 16. WIA Local Area 16 representatives include the Carroll, Belmont, Harrison, and Jefferson County Commissioners, who are the Chief Elected Officials of Area 16, the Carroll County Department of Job and Family Services which is the administrative entity and the Belmont County Department of Job and Family Services, which is the fiscal entity for workforce services in Area 16. Representative of Area 16 will be referred to collectively as “SUBGRANTEE” to implement the Ohio Business Resource Network project under the WIF grant in those counties recognized by the State of Ohio as being part of the Ohio Area 16 Workforce Investment Board, providing services, strategies and activities as outlines in the Statement of Work section of this agreement and the BRN grant application submitted to USDOL and attached herein as Addendum A.

NOW THEREFORE, the two parties, by their signatures witnessed below, agree to be legally bound by all terms and conditions set forth in this Agreement or incorporated by reference therein and by all terms and conditions set forth in any conditions set forth in any current Addendum to this Agreement and any attachment thereto and do acknowledge, thereby, receipt of a copy of this Agreement.

Authorized Agent for GRANTEE:

Alice Stephens
Executive Director
Workforce Initiative Association

Authorized Agent for SUBGRANTEE:

Kate Offenberger
Director
Carroll County Department of Job & Family Services

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ARTICLE 1- TERMS AND CONDITIONS

The term of this agreement shall begin **July 1, 2012** and end **June 30, 2015**.

A. Statement of Work:

SUBGRANTEE agrees to utilize the WIF funding to:

1. Hire, contract for, or assign to employees, agents or contractors, the following positions/work:
 - a. Business Resource Network Manager;
 - b. Administrative Assistant;
 - c. Account Executives.
2. Make purchases following federal, state, and local procurement standards.
3. Attend regularly scheduled meetings in person or by video or conference call with the BRN Director and/or consortium members to report on projects, plan and/or follow up on ongoing activities
4. Coordinate activities with the BRN Project Director.
5. Collect and transmit information as requested specific to the consortium regarding industries, institutions, one-stop activities, special projects, educational resources, etc. that may be relevant to the WIF planning process. Assist in the preparation of any required USDOL WIF reports.
6. Undertake the following primary activities according to the grant application submitted to the USDOL for the Ohio Business Resource Network Expansion project, including, but not limited to the following:
 - Formalize partnerships for coordinated outreach to businesses through the workforce system, economic development and education;
 - Utilize technology to facilitate cooperation & create transparency among partners;
 - Strategically and proactively target businesses using data & other intelligence;
 - Incorporate a step-by-step process to ensure consistency of experience and overall model;
 - Provide business customers with a single-point-of-contact;
 - Package collective services tailored to each business' specific challenges and opportunities;
 - Provide services that have been prioritized by the businesses;
 - Coordinate industry partnerships to align employment/ training with common sector needs; and
 - Facilitate peer learning.

B. Budget Summary

SUBGRANTEE agrees to distribute costs based on the actual expenditures. Approved expenses for this agreement are subject to the budget line items submitted to WIA. Both parties agree that the total cost to SUBGRANTEE's performance of this agreement shall not exceed **\$794,425** unless stipulated through an executed modification to this agreement. SUBGRANTEE agrees to perform the actions specified under this agreement in the Statement of Work and BRN grant application.

C. Payment Schedule

SUBGRANTEE will invoice monthly for actual expenses incurred through this agreement by the twentieth (20th) working day of the following month.

GRANTEE will issue payment to the SUBGRANTEE for all monthly invoiced expenses within twenty (20) working days after GRANTEE'S receipt of funds from the USDOL.

SUBGRANTEE shall maintain appropriate documentation that supports the invoices presented during the period of agreement. SUBGRANTEE shall submit final invoice(s) to GRANTEE by **July 31, 2015**.

ARTICLE II - AUTHORITY OF SIGNATORIES

Both parties to this Agreement guarantee that the individuals signing on their behalf have the legal authority to bind them to all terms and conditions of this Agreement.

- a) If one of the parties is a sole proprietorship, the Signatory attests that he or she is the individual legally bound by the terms and conditions of this Agreement.
- b) If one of the parties is a partnership, the Signatory certifies that the partners have provided written evidence, herewith attached, establishing his or her authority to bind the partnership to the terms and conditions of this Agreement.
- c) If one of the parties is a corporation, the Signatory attests that he or she is an officer (*i.e.*, President, Vice-President, Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer) of the corporation and, as such, has been duly authorized to sign on behalf of the corporation; or, if he or she is not an officer of the corporation, the Signatory certifies that the corporation has presented a copy of the corporate resolution or by-laws, herewith attached, that so authorizes him or her to bind the corporation to the terms and conditions of this Agreement.

ARTICLE III – DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION

SUBGRANTEE certifies to the best of its knowledge and belief that it and its principals are not currently suspended or debarred from participating in any public transaction by any department or agency of the Federal Government of the United States of America, the State of Ohio, or any other of the United States of America and are not aware of any pending action which might result in such debarment or suspension.

SUBGRANTEE certifies to the best of its knowledge and belief that it and its principals have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

SUBGRANTEE certifies to the best of its knowledge and belief that it and its principals are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

SUBGRANTEE certifies to the best of its knowledge and belief that it and its principals have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.

SUBGRANTEE acknowledges that, if it or any of its principals become suspended or disbarred from participating in public transactions, GRANTEE shall, thereupon, have the right to terminate this Agreement and to terminate and cancel all payment obligations beyond those already earned by SUBGRANTEE for work performed prior to debarment or suspension.

SUBGRANTEE agrees to require any subcontractor, engaged to perform all or part of the services funded under this Agreement, to certify that it is not currently suspended or debarred from receiving public funds by the Federal Government of the United States of America, the State of Ohio, or any other of the United States of America.

SUBGRANTEE further agrees to terminate any subcontract, supported in whole or in part by funds made available under this Agreement, with any entity who becomes suspended or debarred from receiving public funds by the Federal Government of the United States of America, the State of Ohio, or any other of the United States of America and to terminate and cancel all payment obligations beyond those already earned by the subcontractor for work performed prior to debarment or suspension.

ARTICLE IV - RESTRICTIONS ON LOBBYING

SUBGRANTEE certifies and affirms that no Federal contracted funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

SUBGRANTEE agrees to complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions, if any funds other than Federal contracted funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement.

SUBGRANTEE further agrees to require that the language of this certification be included in the documents for all sub-grants, and that all sub-grantees shall certify and disclose accordingly.

ARTICLE V - CONFLICT OF INTEREST

SUBGRANTEE certifies that no business owner or partner, corporate officer or director, employee or agent, or any member of their immediate family or any representative of any organization that employs or has offered to employ any business owner or partner, corporate officer or director, employee or agent or any member of their immediate family participated in any decision regarding selection of SUBGRANTEE or ratification of this Agreement.

SUBGRANTEE further certifies that it presently has no financial or other interest and covenants that, during the term of this Agreement, it shall not acquire any financial or other interest, direct or indirect, in GRANTEE's organization which would conflict or appear to conflict in any manner or degree with the performance of its obligations under this Agreement.

During the term of this Agreement, SUBGRANTEE covenants not to hire any person having or appearing to have any organizational or personal interest, financial or otherwise, in this Agreement which would conflict, in any manner or degree, with the performance of his or her responsibilities and duties.

SUBGRANTEE agrees to require that any subcontractor, engaged to perform work required in the conduct of the services and funded in whole or in part under this Agreement, disclose any interests, personal or financial, on the part of the subcontractor or any of its employees which would conflict, in any manner or degree, with the performance of any contracted work.

SUBGRANTEE further agrees to immediately inform GRANTEE of any subsequently discovered conflicting interest held by any person employed or any entity engaged in the performance of the services funded directly or indirectly under this Agreement.

ARTICLE VI - SUBORNATION OF INTEREST

SUBGRANTEE affirms that no owner, partner, officer, director, employee, or agent has promised, offered, given, or granted any gratuities or favors as a condition for the acceptance or execution of this Agreement and that no gratuity or favor shall be promised, offered, given, or granted as a condition for the acceptance or execution of any modification of or addition to this Agreement.

SUBGRANTEE further pledges that no owner, partner, officer, director, employee, or agent shall solicit or accept fees, gratuities or favors from any potential subcontractor or venter or any potential or actual participant in exchange for favorable consideration or treatment.

ARTICLE VII - COMPLIANCE WITH LAWS

This Agreement and any subsequent addition thereto shall be governed by and interpreted according to the laws of the United States of America and the State of Ohio and any of the State's political subdivisions wherein SUBGRANTEE may do business, including any amendments or additions as may be formally adopted hereafter and any rules or regulations having the force of law promulgated for the administration thereof. The terms and conditions of these laws and rules or regulations shall take precedence over any conflicting terms or conditions in this Agreement or in any addition thereto.

Both parties to this Agreement shall be held equally responsible for reporting any violations of any ordinance, statute, or law, to the local, state, or federal authority having appropriate jurisdiction.

ARTICLE VIII - EQUAL OPPORTUNITY/NON-DISCRIMINATION STATUTES

As a condition to the award of financial assistance from the Department of Labor under Title I of WORKFORCE INVESTMENT ACT, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Investment Act of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WORKFORCE INVESTMENT ACT Title I--financially assisted program or activity;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WORKFORCE INVESTMENT ACT Title I-financially assisted activity, and to all agreements the grant applicant makes to carry out the WORKFORCE INVESTMENT ACT Title I-financially assisted activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

In the event of the SUBGRANTEE'S noncompliance with any of the applicable nondiscrimination clauses of any of the Federal statutes referenced above or with any of rules, regulations, or orders pursuant thereto, this agreement may be cancelled, terminated, or suspended in whole or in part and SUBGRANTEE may be declared ineligible for further contracts or such other sanctions may be imposed and remedies invoked as provided for by the statute or by any rule, regulation, or order pursuant thereto.

ARTICLE IX - DRUG FREE WORKPLACE ACT

SUBGRANTEE covenants to provide and maintain a drug-free workplace in compliance with the requirements of the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR

98 Subpart F. Those requirements are by this reference incorporated herein as if fully written.

ARTICLE X - FEDERAL STANDARDS AND UNIFORM ADMINISTRATIVE REQUIREMENTS

All Federal Standards and Uniform Administrative Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations (Title 29 CFR, Parts 95 or 97 and OMB Circular A-21, A-87, or A-122) as may be applicable to this Agreement are by this reference incorporated herein as if fully written. In the event that a term or condition in any part of this Agreement is incompatible with any applicable Federal Standard or Uniform Administrative Requirement, then the terms of that standard or requirement shall supersede that term or condition and govern the performance of the parties under that part.

ARTICLE XI - FINANCIAL MANAGEMENT STANDARDS

In so far as possible, SUBGRANTEE's financial and accounting system shall comply with the General Accounting and Auditing Principles (GAAP) issued by the American Institute of Certified Public Accountants (AICPA).

In the absence of such a system, SUBGRANTEE shall maintain a financial and accounting system that, at a minimum, is sufficient to:

- a) record the source and application of funds received;
- b) support those records with documentation such as cancelled checks, paid bills, time and attendance records, contract documents, etc.;
- c) provide effective control and accountability of all cash, property, and other assets to ensure that such assets are adequately safeguarded from loss and used solely for authorized purposes;
- d) compare actual expenditures or outlays of funds to budgeted amounts; and,
- e) permit accurate, current, and complete disclosure of the financial results of all subsidized services in accordance with reporting requirements set forth by the Federal awarding agency or any non-Federal entity designated as the recipient or pass-through entity.

Financial data shall relate to performance data whenever appropriate, and SUBGRANTEE shall

develop unit cost information whenever practical.

ARTICLE XII - PROCUREMENT STANDARDS

- a) SUBGRANTEE shall establish safeguards which prohibit employees engaged in the procurement of goods and services or in the award and administration of contracts from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- b) All procurement transactions shall be conducted in a manner that provides, to the maximum extent practical, open and free competition.
- c) Goods purchased must be necessary to the performance of the services to be performed.
- d) Whenever possible, consideration shall be given to whether purchase or lease is the most economical and practical procurement alternative.
- e) Contracts for services shall be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
- f) Positive steps shall be taken to procure services, equipment, or supplies from small businesses, minority-owned firms, and women's business enterprises, whenever possible.
- g) Preference, to the extent practicable and economically feasible, shall be given to
 - 1) domestic producers or manufacturers in accordance with the provisions of the Buy American Act of 1933, as amended ([41 U.S.C. 10a](#) et seq.);
 - 2) recycled products and products and services that conserve natural resources and protect the environment and are energy efficient in accordance with the provisions of the Resource Conservation and Recovery Act of 1976, as amended, (PL 94-580) and the guidelines developed by the Environmental Protection Agency found at 40 CFR Parts 247-254; and;
 - 3) products dimensioned in the metric system of measurement.

ARTICLE XIII - REAL PROPERTY

SUBGRANTEE shall not expend funds provided under this Agreement for the purchase, construction, or rehabilitation of real property. As used in this Agreement, REAL PROPERTY means land including land improvements, structures and appurtenances thereto, but not including moveable machinery and equipment.

ARTICLE XIV - NONEXPENDABLE PERSONAL PROPERTY

If SUBGRANTEE is a governmental or a non-profit entity, the acquisition of non-expendable personal property having a unit cost of \$5,000 or more requires written authorization of the non-Federal entity designated as the recipient or the pass-through entity prior to purchase.

As used in this Agreement, NONEXPENDABLE PERSONAL PROPERTY means tangible property, other than real property, which does not lose its identity or is not destroyed when put into use, which has a continuous use as a self-contained unit and a normal life expectancy that exceeds one year.

SUBGRANTEE covenants that title to nonexpendable personal property purchased, in whole or in part, with funds made available under this Agreement shall remain with SUBGRANTEE as long as it is used for the delivery of services identified in this agreement.

GRANTEE's employees or agents shall have access to all sites where items of nonexpendable personal property purchased under this Agreement are located for the purpose of performing periodic inventories.

SUBGRANTEE shall obtain, at its own expense, policies of insurance, having such limits of coverage as GRANTEE may reasonably require, against losses resulting from fire, flood, accident, or theft.

SUBGRANTEE shall report immediately to GRANTEE any substantial damage to or loss of nonexpendable personal property paid for, in whole or in part, by funds made available, directly or indirectly, under this Agreement.

ARTICLE XV - EXPENDABLE PERSONAL PROPERTY

Anticipated expenditures for acquisition of expendable personal property or consumable supplies needed for operations on a day-to-day basis must be included in the Budget Summary approved by GRANTEE.

As used in this Agreement, EXPENDABLE PERSONAL PROPERTY means tangible property, other than real or nonexpendable personal property, which either loses its identity or is destroyed when put into use.

ARTICLE XVI - PROMOTIONAL MATERIALS

SUBGRANTEE may develop materials to promote participation in or enhance public awareness and understanding of the services subsidized under this Agreement. In all such materials, SUBGRANTEE must identify the Federal awarding agency as the source of the financial assistance used to support those services.

The use of a participant's voice or image in any promotional broadcast or publication shall require prior, written, permission from the participant; the participant's legal representative.

All posters, brochures, pamphlets, news releases, advertisements, and other similar promotional materials developed by SUBGRANTEE must be submitted with a written request for review and approval by GRANTEE prior to release or distribution. If no response is received within twenty (20) working days of receipt of such materials by GRANTEE, SUBGRANTEE may release or distribute the submitted materials without further review or approval.

ARTICLE XVII- COPYRIGHTS AND PATENTS

SUBGRANTEE relinquishes any and all copyrights and/or privileges to publishable materials developed under or as a direct result of this Agreement.

SUBGRANTEE is subject to applicable regulations issued by the United States Department of Commerce at 37 CFR Part 401 which govern patents for inventions made by non-profit organizations and small business firms under government contracts.

ARTICLE XVIII - RELATIONS WITH ORGANIZED LABOR

No funds made available under this Agreement shall be used in any way to assist, promote, deter, or oppose unionization.

ARTICLE XIX - SERVICES TO RELOCATED BUSINESSES

SUBGRANTEE is prohibited from providing any services, subsidized under this Agreement, to any business entity relocating from one labor market to another for a period of time not to exceed one hundred twenty (120) consecutive calendar days after the business entity commences operations at the new or expanded location, if the relocation resulted in an employee's job loss at the original site and such original site is within the United States.

ARTICLE XX - POLITICAL ACTIVITIES AND PATRONAGE

SUBGRANTEE warrants that no funds, materials, property or services provided directly or indirectly under this Agreement shall be used to further the election or defeat of any candidate for public office.

SUBGRANTEE further warrants that no subcontractor or vendor shall be selected or rejected on the basis of political affiliation, and that no employee shall be hired or advanced as a reward for political services or as a form of political patronage whether or not the service or patronage was partisan in nature.

ARTICLE XXI - NEPOTISM

SUBGRANTEE shall not use funds made available under this Agreement to pay salaries or wages, employee benefits or payroll taxes or any other costs associated directly with any individual who is related by blood or marriage or court decree to any officer, director, executive, administrator, supervisor, professional employee, or nonprofessional employee of SUBGRANTEE and who is placed within the same direct line of supervision whereby one relative is responsible for supervising the job performance or work activities of the other relative or whereby one relative makes or is engaged in making organizational decisions that may affect a direct benefit to the other relative.

Relatives, for purposes of this policy, are defined to include grandparent, aunt, uncle, parent, step-parent, foster parent, parent-in-law, spouse, brother, step-brother, foster brother, brother-in-law, sister, step-sister, foster sister, sister-in-law, child, step-child, foster child, son-in-law, daughter-in-law, niece, nephew, or grandchild.

For the purpose of this policy organizational decisions are defined to include, but are not limited necessarily to, decisions affecting hiring, job

retention, employee training, promotion, salary or wage adjustments, employee benefits, hours of work, leaves of absence, and termination of employment.

ARTICLE XXII - BUDGET FOR SERVICES

GRANTEE agrees to compensate SUBGRANTEE for the performance of services funded under any Addendum to this Agreement in accordance with and in an amount not to exceed the total amount shown in ARTICLE I (Terms and Conditions).

SUBGRANTEE must report all deviations in excess of ten percent (10%) from the approved budget and must request prior written approval by GRANTEE for:

- a) any increase in expenditures that will necessitate an increase in the total amount of the budget as originally approved by both parties;
- b) any alteration in the schedule of work to be performed that might reasonably be expected to affect the amount of funds needed to complete the contracted work;
- c) any modification in the scope of the services to be performed or the outcomes to be achieved that might reasonably be expected to affect the amount of funds needed to complete the contracted work;
- d) any change in key personnel assigned or any reduction in the amount of staff time devoted to the contracted services, that might reasonably be expected to affect the amount of funds needed to complete the contracted work;
- e) any contracting out of any work funded under this Agreement, other than standard commercial services, that was not included in the approved budget, whether or not there is a change in the total amount of the approved budget; and,
- f) any unanticipated expenditure that requires prior approval in accordance with the provisions of the applicable OMB Circular or that is not clearly allocable to a line item in the approved budget, whether or not there is a change in the total amount of the approved budget.

ARTICLE XXIII - PAYMENT FOR SERVICES

Reimbursement shall be the preferred method of payment. SUBGRANTEE shall submit an invoice in accordance with this Agreement for the reimbursement of the actual costs of authorized items. The gross maximum payment under the terms of this agreement shall not exceed **\$794,425** unless otherwise specified through executed modification.

SUBGRANTEE shall invoice only for allowable costs resulting from expenses incurred during the period of time specified in Article I (Terms and Conditions).

The final invoice must be submitted to GRANTEE not later than July 31, 2015. Any invoices submitted after this date may not be honored by GRANTEE.

ARTICLE XXIV - EXPEDITIOUS COMPLETION OF SERVICES

SUBGRANTEE pledges to commence contracted services as soon as practical after execution of the Agreement and to undertake and complete contracted services in such sequence as to assure their expeditious completion within the period of time set forth; except that, SUBGRANTEE shall not be liable for delay resulting from causes beyond its reasonable control, such as natural disaster, civil disturbance, strike or work stoppage, or an act of omission by GRANTEE or any governmental authority.

ARTICLE XXV - INTEGRATION CLAUSE

This Agreement and any properly executed Addendum thereto, shall constitute the legally binding contract between the parties hereto and shall supersede all prior understandings, oral or written. No amendments to or modifications of the scope or terms of this contract shall have any force or effect unless in writing and signed by both parties.

ARTICLE XXVI - ASSIGNMENT OF INTEREST AND SUBCONTRACTING OF PERFORMANCE

SUBGRANTEE shall neither assign any part of its interest in this Agreement or any Addendum thereto nor with any third party in any respect concerning this Agreement or any Addendum thereto without prior written approval by GRANTEE. SUBGRANTEE may subcontract all or a portion of Administrative Assistant and/or Account Executive positions staffed by this grant so long as the SUBGRANTEE adheres to all of the procurement terms and conditions set forth within this Agreement. Also, prior to entering into any subcontracting agreement for services associated with the grant that is the subject of this Agreement, SUBGRANTEE shall provide the GRANTEE with all documents associated with the procurement of subcontracted services, including a draft of the Agreement with the sub-contractor. SUBGRANTEE shall not enter into any subcontracting agreement until the GRANTEE has acknowledged in writing that it has reviewed all documentation associated with the procurement of the services and the Agreement governing the sub-contract, and the sub-contracting Agreement, and all of the same is acceptable to the GRANTEE, which approval GRANTEE may withhold in its sole and absolute discretion. Any such subcontract agreement not approved by GRANTEE in writing shall be null and void ab initio.

Regardless of whether the SUBGRANTEE does or does not subcontract all or portion of the work, the SUBGRANTEE shall be solely and primarily responsible for the quality and quantity of any work performed by any legal entity with which SUBGRANTEE has a legally binding agreement and shall indemnify, defend, and save harmless GRANTEE, the Federal awarding agency, and any State agency designated as the recipient or pass-through entity and their officers, agents, and employees from any and all claims and losses occurring as a result of the actions or inactions of any and all entities furnishing or supplying work or services to SUBGRANTEE in connection with this Agreement or any Addendum thereto.

ARTICLE XXVII - EMPLOYMENT RESPONSIBILITIES

SUBGRANTEE and its employees shall not be construed to be employees of GRANTEE for any purpose whatsoever by virtue of this Agreement or any Addendum thereto.

ARTICLE XXVIII - TERM OF THIS AGREEMENT

All provisions in this Agreement governing the nature of any services funded directly or indirectly as a result of this Agreement and participation therein or the administration or operations of those services by SUBGRANTEE or payment for those services by GRANTEE shall be deemed to be automatically renewed, upon the same general terms and conditions herein set forth, for the period stated in any subsequent Addendum to this Agreement. All other provisions of this Agreement, including but not limited to remedies for breach of contract, shall remain in force for the duration of any applicable statute of limitations.

ARTICLE XLV - RECORD KEEPING

During the term of this Agreement, SUBGRANTEE shall keep and maintain:

- a) financial records, including supporting documentation, as required to perform an audit of the financial transactions relevant to the financial assistance awarded in compliance with Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States;
- b) time and attendance records for all staff involved in any program funded in whole or in part under this Agreement.
- c) such other employee records, including supporting documentation, as may be required by GRANTEE in this Agreement or in any Addendum to this Agreement for the purpose of monitoring and evaluating SUBGRANTEE's performance and measuring the outcomes of SUBGRANTEE's services.

SUBGRANTEE shall keep and maintain all records, including supporting documentation, for three (3) years from the date of final payment of funds; except that, records pertaining to non-expendable personal property purchased under this Agreement shall be maintained for three (3) years from the date of final disposition of that property. However, if any litigation or audit is begun or any claim is instituted involving the financial assistance awarded or any agreement to which the records pertain, records and supporting documentation shall be retained beyond the time stipulated herein and until the litigation, audit findings, or claim has been finally resolved.

The burden of production and authentication of the records shall be on SUBGRANTEE. Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit or other proceeding. When substantial amounts of information are maintained on a computerized system, SUBGRANTEE shall develop and implement a back-up process in case of system failure.

SUBGRANTEE covenants that the General Accounting Office, the Comptroller General of the United States of America, the Auditor General of the State of Ohio, the Federal awarding agency, any non-Federal entity designated as the recipient or pass-through entity, GRANTEE, and the duly authorized employees or agents of these entities, shall have access to all records of SUBGRANTEE pertaining to the financial assistance awarded under this Agreement or to any Addendum to this Agreement until three (3) years past final payment or until any litigation,

audit findings, or claim has been resolved, and further agrees to the right of these entities or their duly authorized employees or agents to audit, examine, and make excerpts or transcripts of all financial records, personnel records, participant records, and any other recorded information, including supporting documentation, pertinent to this Agreement or any Addendum to this Agreement.

ARTICLE XXIX - REPORTING

SUBGRANTEE shall submit progress reports to GRANTEE, according to such schedule and containing such information as GRANTEE, may require for the purpose of monitoring compliance or evaluating SUBGRANTEE'S performance relative to this Agreement or any Addendum thereto.

ARTICLE XXX - CONFIDENTIALITY

SUBGRANTEE covenants that any personal information furnished under this Agreement that pertains to businesses, their employees or services received under this Agreement, or any addition thereto, shall be kept confidential and warrants that such information shall only be used for the purposes for which it was originally disclosed and shall not be further disclosed in a manner that reveals the identity of any of the above unless consent is received in writing from the party or disclosure is required by law.

SUBGRANTEE further agrees to indemnify, hold harmless and defend GRANTEE the Federal Awarding agency and then on-Federal entity designated as the recipient or pass-through entity, and their officers, agents and employees against any liability including cost and expenses for violation of rights of privacy, arising out of SUBGRANTEE's unauthorized publication, translation, reproduction, delivery, presentation, use or disposition of any confidential personal information, furnished under this Agreement.

ARTICLE XXXI - MONITORING

For the purposes of monitoring compliance and verifying performance, SUBGRANTEE agrees to permit the employees, authorized agents, or other designates of GRANTEE to make on-site visits at reasonable times during the term of this Agreement; interview employees and agents of SUBGRANTEE involved in the performance of the activities or services funded, directly or indirectly, under this Agreement and interview businesses in any activity or service funded, wholly or in part, under this Agreement; and, access any financial and employment records, including supporting documents, as may be clearly germane to this Agreement or any service funded, wholly or in part, under this Agreement. SUBGRANTEE also agrees to furnish GRANTEE with copies or other reproductions of materials or other end products developed by SUBGRANTEE in the course of the furtherance of the provisions of this Agreement at the request of and at cost to GRANTEE.

SUBGRANTEE acknowledges that any monitoring that discovers significant violations of the terms and conditions of this Agreement or any Addendum thereto shall be cause to void the Agreement or Addendum and terminate all payment obligations there under.

ARTICLE XXXII - AUDITS

If SUBGRANTEE is a state or local governmental entity, or a non-profit organization and meets the threshold of federal financial assistance as prescribed by the Office of Management and Budget, SUBGRANTEE shall be subject to a separate, annual, audit in accordance with OMB Circular A-110 or A-133, depending upon SUBGRANTEE type.

GRANTEE may, at its discretion, exempt the threshold and require an audit if SUBGRANTEE has a past history of significant audit findings. If SUBGRANTEE is subject to the above listed audit requirements separately from GRANTEE, GRANTEE requires a copy of the annual audit performed in compliance with the applicable OMB Circular.

ARTICLE XXXIII - ALLOWABLE COSTS

Unless otherwise stated in this Agreement, allowability of costs shall be determined in accordance with the cost principles applicable to the SUBGRANTEE's type.

- a) The allowability of costs incurred by a non-profit organization shall be determined in accordance with the provisions of OMB Circular A-122.
- b) The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 shall be determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31.

ARTICLE XXXIV - BREACH OF CONTRACT

Any non-compliance by the GRANTEE OR SUBGRANTEE with the material terms, conditions, limitations, or restrictions imposed by this Agreement and supplemented by any applicable Addendum or additional schedules thereto shall automatically be considered a material breach of contract, if either the GRANTEE and/or the SUBGRANTEE knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to eliminate or rectify the non-compliance.

In the event of a material breach by SUBGRANTEE, GRANTEE may cancel all of its outstanding payment obligations which may then be due owing, and which may become due owing in the future, in accordance with the terms and conditions set forth in this Agreement . Each party (the "Indemnator") to this Agreement agrees to indemnify, hold harmless and defend the other party, promptly upon demand, for and against costs, damage, or liability incurred by the other party as a result of breach by Indemnator, and/or its agents employees, or subcontractors ,that results in the other party incurring injury or damages.

ARTICLE XXXV - REPAYMENT OF FUNDS

SUBGRANTEE shall be responsible for refund, repayment or reimbursement of any funds made available, directly or indirectly, under this Agreement where the SUBGRANTEE'S, or its employees', agents', or subcontractors' actions have resulted in the following instances.

- a) When any or all monies provided as a result of this Agreement, whether or not the Agreement is terminated or expired, have been expended by SUBGRANTEE in a manner or for a purpose determined as a result of audit or monitoring, to be in violation of, or not allowable under the provisions of this Agreement or any Addendum or attachment thereto or any Federal or State law or rule or regulation having the effect of law. In such a situation, said sum shall be due and owing to GRANTEE and shall be repaid to GRANTEE immediately upon demand from monies other than those provided.
- b) When any cost charged to or any expenditure of funds or proceeds of funds provided as a result of this Agreement, whether or not the Agreement is terminated or expired, is not supported, documented or otherwise accounted for by SUBGRANTEE, as required by the provisions of this Agreement or any Addendum or attachment thereto or any Federal or State law or rule or regulation having the effect of law, and is determined as a result of audit or monitoring, not to be an allocable cost or expenditure; such sum shall be due and owing GRANTEE and shall be repaid to GRANTEE immediately upon demand from funds other than those provided.

If at any time prior to delivery by GRANTEE of the final payment due SUBGRANTEE under this Agreement or any Addendum to this Agreement, whether or not the Agreement or Addendum is terminated or expired,

GRANTEE has, in its reasonable discretion, identified any costs expended by SUBGRANTEE which are unallowable under the provisions of any Federal or State law or rule or regulation having the force of law or has identified any other payment obligation owing or becoming due from SUBGRANTEE to GRANTEE, then GRANTEE may off-set any such obligation against any monies remaining due from GRANTEE to SUBGRANTEE.

ARTICLE XXXVI - INDEMNIFICATION

- a) SUBGRANTEE covenants to indemnify, defend, and save harmless GRANTEE, its officers, agents, and employees:
 - 1) from any and all claims and losses occurring or resulting from any and all subcontractors and any other persons and firms or corporations or other legal entities furnishing or supplying work, services, material, or supplies to SUBGRANTEE in connection with the performance of this Agreement;
 - 2) from any and all claims and losses occurring or resulting to any persons, firms and corporations or other legal entities who may be injured or damaged by SUBGRANTEE in the performance of this Agreement;
 - 3) against any liability including cost and expenses for violation of proprietary rights, or rights of privacy, arising out of SUBGRANTEE's publication, translation, reproduction, delivery, performance, use, or disposition of, any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data; and,
 - 4) against all audit exceptions arising from SUBGRANTEE'S violation of the terms and conditions of this Agreement.
- b) GRANTEE covenants to indemnify, defend, and save harmless SUBGRANTEE, its officers, agents, and employees:
 - 1) from any and all claims and losses occurring or resulting to any persons, firms and corporations or other legal entities who

may be injured or damaged by the GRANTEE in relation to its performance under other Agreements relating to the grant over which this Agreement governs;

2) against any liability including cost and expenses for violation of proprietary rights, or rights of privacy, arising out of GRANTEE’s publication, translation, reproduction, delivery, performance, use, or disposition of, any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data; and,

3) against all audit exceptions arising from GRANTEE’S violation of the terms and conditions of this Agreement, its Agreement with the USDOL, and/or other SUBGRANTEES.

ARTICLE XXXVII - DISPUTE RESOLUTION

In the event that an issue should arise between GRANTEE and SUBGRANTEE concerning any term, condition, limitation, or restriction imposed by this Agreement and supplemented by any applicable Addendum or additional schedules thereto, the two parties shall meet for the express purpose of reaching a mutually agreeable resolution. If the two parties resolve the issue, this Agreement shall be amended, in the manner described herein, to reflect any mutually agreed upon change in the term, condition, limitation, or restriction at issue. If the two parties are unable to resolve the issue, this Agreement may be terminated without prejudice by mutual agreement or either party may seek judicial redress through any court of law having original jurisdiction in such matters.

ARTICLE XXXVIII - AMENDING THIS AGREEMENT

An amendment must be issued for any change in any of the terms or conditions of this Agreement.

- a) All amendments shall be in writing and must meet all of the criteria necessary for a separate contract.
- b) All amendments shall require written approval of both parties.
- c) No change to the contract shall become effective until written change is approved and signed by both parties.
- d) All properly executed amendments shall become a part of the legally binding contract between the parties hereto and shall supersede all prior understandings, oral or written.

ARTICLE XXXIX - TERMINATING THIS AGREEMENT

FOR CONVENIENCE - Either GRANTEE or SUBGRANTEE may terminate this Agreement, at any time, by giving notice to the other party of intention to do so thirty (30) days prior to the proposed termination date.

FOR CAUSE - If, through any cause, SUBGRANTEE shall fail to perform its obligations under this Agreement, in a proper and timely manner reasonably satisfactory to GRANTEE, or if SUBGRANTEE shall violate any of the covenants, agreements or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate and cancel all payment obligations of GRANTEE hereunder, beyond those already earned by SUBGRANTEE prior to termination, by giving written notice to SUBGRANTEE at least two (2) days prior to the effective date of termination.

INSUFFICIENT FUNDS - If, through any cause, any Federal awarding agency or any non-Federal entity designated as the recipient or pass-through entity shall determine that there are insufficient funds for the full amount of all financial commitments and anticipated costs and expenses of GRANTEE for the program year or other pertinent period which includes all or any part of the term of this Agreement or any Addendum

associated herewith, GRANTEE shall have the right to terminate this Agreement and to terminate and cancel all payment obligations of GRANTEE hereunder beyond those already earned by SUBGRANTEE prior to termination, by giving written notice to SUBGRANTEE at least ten (10) days prior to the effective date of the termination.

DISCONTINUANCE OF FINANCIAL ASSISTANCE - If, through any cause, the Federal financial assistance awarded should be discontinued by the Federal awarding agency or the non-Federal entity designated as the recipient or the pass-through entity, then GRANTEE shall have the right to terminate this Agreement by giving written notice to SUBGRANTEE at least two (2) days prior to the effective date of the termination.

In the event of early contract termination, for whatever reason, SUBGRANTEE shall only be entitled to payments fully earned through the date of termination. Costs incurred by SUBGRANTEE after the termination date are not allowable, unless prior written approval by GRANTEE’S Fiscal Manager has been obtained.

Immediately upon the effective date of the termination, unless otherwise directed by GRANTEE’S Chief Financial Officer, SUBGRANTEE shall:

- a) Cancel all activities and services subsidized in whole or in part under this Agreement not already in progress. Subsidized activities or services already in progress may continue only with the prior, written, authorization of GRANTEE’S Fiscal Manager and only for a period of time specified in that authorization.
- b) Cancel all orders and initiate the termination of all contracts that relate to the performance of work subsidized under this Agreement. Place no further orders and enter no new contracts for materials, services, or facilities necessary to the completion of work subsidized under this Agreement without prior, written, authorization from GRANTEE’S Fiscal Manager.
- c) Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts in manner authorized and to the extent approved by GRANTEE’S Fiscal Manager, whose written authorization and approval shall be final for all the purposes of this clause.

IN WITNESS WHEREOF, the parties have hereunto set their hands, by their duly authorized representatives, as of the 1st day of July 2012.

**THE WORKFORCE INVESTMENT BOARD,
dba the Workforce Initiative Association**

By: _____
Alice Stephens, Executive Director

LOCAL WORKFORCE INVESTMENT BOARD –AREA 16

By: Dean Holtsclaw /s/
Dean Holtsclaw, WIB Chair

By: Matt Coffland /s/
Matt Coffland, Council of Government (COG) Chair

CARROLL COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

By: _____
Kate Offenberger, Director

By: _____
Carroll County Commissioner

By: _____
Carroll County Commissioner

By: _____
Carroll County Commissioner

BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

By: Dwayne Pielech /s/

By: Ginny Favede /s/
Belmont County Commissioner

APPROVED AS TO FORM:
David K. Liberati /s/ (Assistant)

By: Charles R. Probst, Jr. /s/
Belmont County Commissioner

PROSECUTING ATTORNEY

By: Matt Coffland /s/
Belmont County Commissioner

Upon roll call the vote was as follows

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

DISCUSSION HELD RE: OHIO BUSINESS RESOURCE NETWORK (BRN) GRANT – Mr. Probst had questions regarding this grant and questioned why the effective date is July 1, 2012. Clerk Jayne Long responded the reason it is dated from back in July is that the state was late getting this agreement to Carroll County. Dwayne Pielech joined the meeting to provide information on this grant. The following is his explanation: He said when the counties re-organized; the counties in the Youngstown area structured their One-Stops differently. They took more of an approach to working with the business community more than helping the dislocated workers. They created a program called a Business Resource Network that basically is not what Mike (Schlanz) does with the staff in Martins Ferry, but you literally go out and you work closely with the Chambers of Commerce. If a small business owner had a workers’ comp problem and does not have the financial ability to get a consultant, they would call Youngstown BRN program and they would help him. Dwayne said they thought that would be a good thing to do, so the Federal Dept. of Labor created these innovation grants. BCDJFS and 4 to 5 other areas and applied for this. We got approved for a 3 year program. We (BCDJFS) are the fiscal agent for our area. The contract will actually be coordinated through the Stark County program. It has to come through Belmont County as the fiscal agent. Carroll County will administer it in partnership with Stark County. Because the Commissioners are technically the fiscal agent, they are being asked to sign off on the agreement. It will undergo federal supervision for how the money is spent, how the other counties spend the money, etc. That is written in the grant. They will be regularly monitored with fiscal oversight since it is a federal grant. There will be a manager, an assistant to the manager, clerical and there will be a representative liaison in each county. BCDJFS will advertise for a Belmont County person to do BRN work. BCDJFS could not hire the manager and the secretary and the four workers because in Belmont County there is a contract with ASFCME. In Carroll County they have a different structure. Legally none of the Job & Family Services can technically hire these six people. It has to be done through Stark County with a contractor. Jefferson Co. CAC stepped up and it gets into all the issues of unemployment compensation when the grant ends in three years. Mr. Pielech asked, “Does that BRN representative in Belmont become a member of my organization?” Do they have bumping rights?” That is why it is structured the way it is. It will be a contracted grant. We are the fiscal agent. Mr. Probst stated, “I thought we were getting out of that kind of stuff.” Mr. Pielech replied, “I thought we were too.” He noted the other two Commissioners don’t want them out of it. He continued with this response: “We are quality and never have audit findings. They don’t believe there is structure in Job & Family Services to do it. Mr. Coffland said he suggested a stipend for our fiscal manager to handle that. Mr. Pielech suggested they discuss this with the other three boards of commissioners. Matt Coffland is Belmont County’s representative. Mr. Pielech stated they have been doing this for 10 years and never been reimbursed by the other three counties. We are going to be able to draw down \$30,000.00 a year roughly to pay for the staff worker’s wage to do that work for those other counties as the fiscal agent. That was a way a way to save another position as BCDJFS is going through other financial issues. That agreement is in place. This will reimburse what BCDJFS is paying their person to do this on behalf of the four county areas. BCDJFS will be just a pass through agency as the fiscal agent on this grant. Belmont County will not have any unemployment costs at the end of the grant. This program is a supplement to help small businesses. Mr. Probst questioned if there would be an increase in salaries. Mr. Pielech stated, “No, it is just to reimburse our people for what they do.” He concluded by stating he would truly appreciate the support of the board.

IN THE MATTER OF REAPPOINTING MR.MICHAEL B. KOONCE TO THE BELMONT CO. REGIONAL AIRPORT AUTHORITY

Motion made by Mr. Probst, seconded by Mr. Coffland to reappoint Mr. Michael B. Koonce, Shadyside, Ohio, a licensed pilot, to the Board of Trustees of the Belmont County Regional Airport Authority for a five-year term effective January 1, 2013 through December 31, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM STREET ENGINEERING & SURVEYING, LLC, FOR PROVIDING ELEVATION CERTIFICATES/NEFFS MITIGATION

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the proposal from Street Engineering & Surveying, LLC, in an amount not to exceed \$1500.00 for providing Elevation Certificates for six (6) locations in Neffs, based upon the recommendation of Mike Wallace, Flood Plain Coordinator.

DISCUSSION – Mr. Coffland stated this is required to receive our mitigation grant for 6 locations. Mike Wallace explained some of the properties at the intersection of Co. Rd. 4 and 149 had some damage as a result of the water that dammed up at the bridge and went around those structures that physically do not lie in the 100 year floodplain. In order to advance the county application to the FEMA general office by January 9, we have to do an elevation from the lowest floor, basement or crawl space and the next higher floor. Mr. Street estimated it would take him maybe 3 days. Mr. Street has existing elevations on all the man holes in the Neffs area which will expedite the project.

STREET ENGINEERING & SURVEYING, LLC
 67660 WARNOCK-ST. CLAIRSVILLE ROAD
 ST. CLAIRSVILLE, OHIO 43950
 (740) 695-6481

December 11, 2012
 Belmont County Commissioners
 Court House
 St. Clairsville, Ohio 43950

Dear Commissioners:

I met with Mike Wallace at my office today. Mike is in need of obtaining Elevation Certificates for 6 locations in the Village of Neffs. The required work consists of the following:

1. Performing field survey work to determine the high and low elevation of each building.
2. Performing the Elevation Certificate Forms consisting of two sheets for each of the 6 sites identified above.

I propose to perform the above work for a fee not to exceed \$1,500.00. From talking with Mike he needs the work to be completed before the end of the year.

Very truly yours
 Street Engineering & Surveying, LLC
 William Street /s/
 William Street, P.E. P.S.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: LARRY MERRY, PORT AUTHORITY DIRECTOR, UPDATE ON BELLAIRE ARMORY PROPERTY –

Mr. Merry announced that a check for \$75,000.00 was received this morning from the Office of Appalachia on the purchase of the armory in Bellaire. The check was presented by Jason Wilson of that office. Mr. Merry said that money was vital as a down payment. The project is continuing to move ahead and this riverfront property is finally being put to proper use. Mr. Probst stated back when we were in negotiations with GSA, he had contacted Greg DiDonato of OMEGA on behalf of the board and requested the \$75,000.00 to be put towards the purchase of the armory. He noted appreciation of Mr. DiDonato, OMEGA and Jason Wilson for their assistance. Mr. Merry added that Dana Soter went above and beyond in helping to assist him in getting the complicated paperwork through. He said this project is a great benefit to Belmont County and also all of Eastern and Central Ohio as it has far reaching effects.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:55 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to again enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment and compensation of public employees, with the same group mentioned earlier (Dwayne Pielech, Director, Lori O’Grady and Lynn Zanke of Belmont County Department of Job & Family Services, Cindy Michael, union representative and Consultant Mark Lucas, and Bryan Butcher (Clemans-Nelson), pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment

Upon roll call the vote was as follows:

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

BACK IN SESSION – NO ACTION WAS TAKEN.

RECONVENED THURSDAY, DECEMBER 13, 2012

PRESENT: COMMISSIONERS PROBST AND COFFLAND. ABSENT: COMMISSIONER FAVEDE

IN THE MATTER OF APPROVING AND SIGNING CHANGE ORDER NO. 1 FOR LASH PAVING, INC. FOR RESURFACING COURTHOUSE PARKING LOT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order No. 1 for Lash Paving, Inc. in the amount of \$2,352.50 for the resurfacing of the parking lot behind the courthouse based upon the recommendation of Bill Street, Project Engineer.

Upon roll call the vote was as follows:

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

RECONVENED MONDAY, DECEMBER 17, 2012, AT 1:20 P.M. WITH ALL COMMISSIONERS PRESENT.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:20 P.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 3:05 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 3:05 p.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of December, 2012.

 _____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
 _____ CLERK