

St. Clairsville, Ohio

December 22, 2010

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-CMRS-FP	Postage/General Fund	20,000.00
A-Crystal Springs Water Company	Water-Treasurer/General Fund	89.19
A-Wayne Wallace Consulting	Share of consulting fees-Treasurer/General Fund	2,000.00
J-Wayne Wallace Consulting	Share of consulting fees-Auditor/Real Estate Assessment Fund	4,848.33
P-American Electric Power	Services/WWS#3 Revenue Fund	27,105.07
P-Ohio Utilities Protection Service	Service/WWS#2 Revenue Fund	395.66
P-Toby Underwood	Refund/WWS#2 Revenue Fund	1,708.00
T-Chase Bank	CDBG Funds	9,801.00
Y-Health Plan of the Upper Ohio Valley	January Premium/Employers Share Holding Account	157,472.59
Y-Health Plan PPO	January Premium/Employers Share Holding Account	158,669.90

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 22, 2010 as follow:

FUND	AMOUNT
H-Job & Family, Public Assistance	\$1,007.54; \$1,110.94
H-Job & Family, WIA	\$12,781.03; \$7,139.65
P-Sanitary Sewer District	\$12,824.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab	E-0021-A002-E02.002 Salaries	\$.02
	E-0130-A006-A01.001 Salary- Official	\$.10

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE GENERAL FUND/SHERIFF

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the General Fund.

FROM	TO	AMOUNT
E-0131-A006-A02.002 Adm. Payroll	E-0131-A006-A15.007 Unemployment (Hummel, Robertson & Bittner)	\$ 3,859.44

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/AUDITOR

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

FROM	TO	AMOUNT
E-0210-A001-F02.003 PERS	E-0210-A001-F01.002 Salaries	\$.19

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P34.074 OE TRANS OUT	E-3702-P005-P31.000 OTHER EXP	\$ 10,000.00
SSD#2	SSD#2	
E-3705-P053-P03.012 EQUIPMENT	E-3706-P055-P02.010 SUPPLIES	\$ 900.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S67.000 Travel & Training/GS	E-0910-S033-S37.000 Contract Repairs	5.29
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S37.000 Contract Repairs	253.61
E-0910-S033-S47-006 Hospitalization	E-0910-S033-S61.000 Food Service Exp./GS	3,500.00
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S43.000 Travel & Training	34.14
E-0910-S033-S35.000 Materials	E-0910-S033-S43.000 Travel & Training	166.44
E-0910-S033-S35.000 Materials	E-0910-S033-S40.000 Medical	34.14

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S66.000 Medical/GS	96.14
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S64.000 Contract Repairs/GS	250.00
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S63.012 Equipment/GS	26.16
E-0910-S033-S67.000 Travel & Training/GS	E-0910-S033-S63.012 Equipment/GS	81.12
E-0910-S033-S67.000 Travel & Training/GS	E-0910-S033-S62.000 Materials/GS	199.13
E-0910-S033-S67.000 Travel & Training/GS	E-0910-S033-S34.010 Supplies	2,075.49
E-0910-S033-S67.000 Travel & Training/GS	E-0910-S033-S36.012 Equipment	1,068.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
CHOICE SPENDING ACCOUNTS TO GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfers between funds from the Choice Spending Accounts to General Fund.

FROM	TO	AMOUNT
E-9899-Y099-Y31.000 Choice Spending Acct 2006-2007	R-0400-A000-A47.574 Transfers In	127.51
E-9899-Y099-Y32.000 Choice Spending Acct 2007-2008	R-0400-A000-A47.574 Transfers In	983.80
E-9899-Y099-Y33.000 Choice Spending Acct 2008-2009	R-0400-A000-A47.574 Transfers In	1,127.61
E-9899-Y099-Y40.000 Choice Spending Acct 2009-2010	R-0400-A000-A47.574 Transfers In	<u>55.22</u>
TOTAL		2,294.14

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 22, 2010.

E-0051-A001-A50.000	Budget Stabilization	\$ 11,797.50
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE N041 ISSUE TWO MONIES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 22, 2010.

N041 ISSUE TWO MONIES

E-9041-N041-N10.055	Project Payments	\$ 96,160.50
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 22, 2010.

DISTRICT DETENTION HOME

E-0910-S033-S33.002	Salaries	\$32,130.00
E-0910-S033-S44.003	OPERS/STRS	5,300.00
E-0910-S033-S50.005	Medicare	500.00
E-0910-S033-S38.011	Contract Services	<u>9,986.74</u>
TOTAL		\$ 47,916.74

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 22, 2010.

E-1511-W080-P01.002	Salaries	2,000.00
E-1511-W080-P07.006	Hospitalization	<u>1,276.00</u>
TOTAL		\$ 3,276.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 22, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 23 & December 1, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO
MEMORANDUM OF AGREEMENT FOR OHIO'S
LOCATION BASED RESPONSE SYSTEM (LBRS)/GIS DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Memorandum of Agreement for Ohio's Location Based Response System (LBRS) with the Ohio Geographically Referenced Information Program Office (OGRIP) based upon the recommendation of Don Pickenpaugh, County GIS Director.

Note: LBRS will provide a statewide, current, accurate, and accessible street centerline and addressing system that will be collaboratively maintained as an Ohio Asset by local and state resources. Estimated cost of project is \$300,000; State will provide \$240,000 and county share is \$60,000.

**Memorandum of Agreement
for**

Ohio's Location Based Response System (LBRS)

THIS MEMORANDUM OF AGREEMENT (MOA) is made this 22nd day of December, 2010, by and between the State of Ohio Department of Administrative Services, Office of Information Technology (OIT), through the Ohio Geographically Referenced Information Program Office (hereinafter OGRIP), whose principal place of business is 77 South High Street, Riffe Center, 19th Floor, Columbus, Ohio 43215, and the County of Belmont (hereinafter County), having an office at: _____.

PURPOSE

OGRIP and the County desire to develop a system that uses and maintains a shared GIS database to support governmental activities of their respective jurisdictions. It is in the joint interest of OGRIP and the County to combine monetary and human resources, share common information, and agree upon relationships of mutual support to best achieve these ends. The result of this MOA will be the release of funding by the state of Ohio to assist in creating a county level subsystem of the State's Location Based Response System (LBRS). The LBRS is conceived as a system of computers, hardware, software, communication networks, and data that creates an integrated, reliable street addressing solution with valid and verified address information. Each subsystem, and therefore the LBRS itself, will support locating street and structure addresses in their appropriate physical position. Each participating local government will maintain its portion, or subsystem, of the LBRS. State government's role will be to aggregate and preserve each county's subsystem and provide a portal through which spatial data can be conveniently provided to appropriate governmental (regional, state, and federal) groups, and potentially, the general public. The LBRS will be the initial manifestation of a shared spatial framework that will allow eventual integration of other geographically-referenced data, such as jurisdictional boundaries, taxing districts, school districts, etc. This Memorandum of Agreement will provide part of the foundation needed to promote and provide the means to realize the sharing of geographic data among all levels of government.

Goal

OGRIP and the County through this MOA agree to coordinate their respective staff (including vendors) to help fulfill their own mission and responsibilities and further a vision of enhanced spatial data sharing. To that end, Ohio's Location Based Response System (LBRS) will be a multi-jurisdictional, collaboration yielding a statewide system of computers, hardware, software, communications networks, and data.

Implementation

OGRIP and the County may develop and exchange additional information, instructions, and operating procedures that the parties may deem necessary to implement this MOA. Such information, instructions, and procedures shall be subject to the approval of both parties.

The terms used in this Memorandum of Agreement are defined in Appendix A.

I. GENERAL TERMS and CONDITIONS

A) Nature of the Memorandum of Agreement

OGRIP and the County expressly acknowledge and agree that this MOA sets forth the terms and conditions governing the services to be delivered and performance of services to be rendered by the participants.

B) Agreement Approval

1. Participants shall cause this MOA to be executed first by the appropriate county officials.

2. The participants recognize the MOA is wholly executory and not fully executed and binding until and unless approved by OGRIP. If the Agreement exceeds \$49,999.99 in value, it shall also require the approval of the Office of Finance, Office of Budget and Management, and the Controlling Board.

C) Duration of Term and Termination

1) This MOA shall become effective on the date the MOA is fully executed by both parties after approval as specified in this document under *Signatures*. Subject to Sub-section E (Nonappropriation of Funds), the MOA shall remain in effect until such time as either party wishes to terminate it, or upon failure of the participants to comply with any of the terms and conditions of the agreement.

A) Voluntary termination shall take effect upon one hundred twenty (120) days' written notice to the other party.

B) Termination for cause shall take effect after either Party issues a notice of violation to the participant and such participant fails to cure the violation within thirty days of such notice. Within ten (10) days of the termination date, the Participant shall return all data completed through this project to date.

2) OGRIP agrees not to sell, disclose or make available any data obtained through this MOA (without seeking prior approval from the County) to any private organization unless required to do so by law.

3) Concerning the maintenance of the County subsystem, if a Primary Data Steward (definitions are in Appendix A) ceases to be a Participant, all Secondary Data Stewards provided by such Primary Data Steward shall continue to have the ability to use the Data in accordance with the terms and conditions of this MOA.

This MOA shall not be amended, modified, or altered except by a written instrument duly executed by both parties.

D) Consideration

OGRIP and the County shall share the costs of the development of a county-wide LBRS subsystem to support the State's Location Based Response System as previously defined under Purpose and further defined in Appendix A. The State's total consideration for this effort will be: **FIFTY THOUSAND DOLLARS (\$50,000.00).**

E) Non-appropriation of Funds

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this contract, the State's obligations under this contract are terminated as of the date that the funding expires without further obligation of the State. In that event the county's obligations are also terminated.

As the current General Assembly cannot commit a future General Assembly to an expenditure, this contract will expire at the end of the biennium. At that time, the State may renew this contract by giving written notice to the county prior to June 30th. In no event shall any renewal period extend past June 30th of a given biennium.

F) Certification of Funds

None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Contract is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

G) Indemnity Relating to Third Parties

Each party shall be responsible for any and all claims due to that party's fault or negligence as permitted by Chapter 2743 of the Ohio Revised Code for the State, and for the County as permitted by Chapter 2744 of the Ohio Revised Code.

Neither party shall be responsible for any indirect or consequential damages even if that party has been advised or should have known of such damages.

H) Proposed Methodology

The County will provide the State with sufficient information regarding the development activities of the County's LBRS subsystem to permit the evaluation of the proposed methodology and to ensure its applicability to the State's LBRS. The State's approval of the County methodology will be required prior to the execution of this MOA.

1) Subcontracting

a). If County hires a contractor to develop the County's LBRS subsystem, the contractor will be required to comply with the Roles and Responsibilities detailed in Section Two of this MOA. Additionally, the County will provide the selected contractor's proposal to OGRIP for review and signoff for the development of the County's subsystem. If state funds are to be used to pay for some portion of the contractor's services, OGRIP shall evaluate the selected proposal and methodology to ensure its applicability to the State's LBRS prior to final contractor selection.

b) County shall give OGRIP immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against County by any contractor or subcontractor which may result in litigation related in any way to this MOA which may affect the

performance of duties under this MOA.

I) Assignments

1. OGRIP agrees not to assign this MOA without prior notice to the County.
2. The County may not assign this MOA without the prior written consent of OGRIP.
3. All provisions contained in this MOA shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto to the same extent as if each such successor or assign were named a party hereto.

J) Entire MOA

These documents constitute the entire MOA between parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This MOA shall not be changed, modified, assigned or altered in any manner except by written instrument executed by authorized representatives of both parties and approved by the OGRIP Council.

The general terms and conditions for the contract are contained in the MOA. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

- 1) The LBRS Memorandum of Agreement (MOA), as amended;
- 2) The documents and materials incorporated by reference in the MOA;
- 3) The selected contractor's proposal, as amended, clarified, and accepted by the county and state; and
- 4) The documents and materials incorporated by reference in the selected contractor's proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

K) County Status

In no manner shall County or its employees be deemed employees of the State of Ohio, and, therefore, are not entitled to any of the benefits associated with such employment.

L) Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this MOA shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to OGRIP, addressed to OGRIP at its address set forth herein, and (ii) if to County, addressed to County at its address set forth herein. The Parties may specify any address in the US as its address for purpose of notices under this MOA by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purpose of this MOA.

M) Conflict of Interest

If during the term of the MOA County becomes aware of an actual or potential relationship which may be considered a conflict of interest, County shall notify OGRIP in writing immediately.

N) Severability

Should any provision of the MOA be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provisions; the balance of the MOA, if capable of performance, shall remain in full force and effect.

II. ROLES and RESPONSIBILITIES

1. County Spatial Management Structure – The County will have a management structure in place that will ensure the successful creation of the County LBRS subsystem. This structure will consist of representation of the County Auditor, County Commissioners, County Engineer and the designated (GIS Director or Coordinator) project manager for this effort. It is recommended that this management structure include the County E-911 coordinator, County EMA Director and the County Health Commissioner. It is imperative that this effort be Countywide and strong consideration will be given to the management structure and its representation to support this effort by OGRIP before proceeding with an MOA.
2. Communication and Coordination – OGRIP agrees to coordinate activities associated with the LBRS with the County and other State Agencies. The County will facilitate communication coordination between OGRIP's Project Manager and contractors, subcontractors and the County's project manager. County and OGRIP agree to designate a single representative who will act as the authorized liaison to all participants for the purpose of quality control, data acceptance, data sharing, notification, clearinghouse information and other communication as required. Each representative shall be listed by name, address, telephone, fax and e-mail address.
3. Data Development – The County agrees to be responsible for management and creation of roadway centerline data with address ranges and associated Federal Geographic Data Committee (FGDC)-compliant metadata (see Appendix A) as specified by the OGRIP Location Based Response System Data Specification, December 2004, revised to June 2005 (OGRIP LBRS Road Data Specification). This responsibility extends to supervision of all contractors, subcontractors, project management and oversight for the duration of this project. This could also include the conflation of existing spatial data where appropriate, and the inclusion of other relevant spatial data (best available), e.g., imagery, airport facilities, railroads, rivers and streams, cultural boundaries, etc. Centerlines will be developed in accordance with the specifications associated with the OGRIP LBRS Road Data Specification.
4. Additional Data Development Services – The County may choose to procure additional contractor services over and above this MOA. Payment for such additional services not outlined in this MOA shall remain the sole responsibility of the County.
5. Quality Assurance/Quality Control – The County agrees to be responsible for validation and verification of all data developed, including street names, site addresses and address ranges. Local knowledge will be needed to ensure that street names, aliases, and address ranges are complete, displayed correctly and in their appropriate spatial positions. OGRIP will perform quality control of the linkages defined in the specification. OGRIP will also validate connectivity and completeness across jurisdictional boundaries using available digital orthophoto imagery as a reference. Acceptance of final deliverables will not be complete until OGRIP formally accepts the submitted data.
6. Updates and Maintenance – The County will be responsible for the perpetual update and maintenance of the County's LBRS subsystem and spatial data assets. OGRIP will be responsible for the integration of the County's subsystem data into the state's Location Based Response System (LBRS). The County agrees to be responsible for the administration, coordination and submission of maintenance and updates associated with the LBRS subsystem and related spatial data including the timely update and

maintenance of the Ohio County GIS Profile survey. Both Parties will develop a mutually agreed upon schedule for the frequency of maintenance and update submission (including Metadata) to OGRIP for publishing to GIServOhio in a subsequent MOA.

7. LBRS Data Usage/Data Sharing - For consideration of the State's contribution toward the development of the County's LBRS subsystem, the County grants full access and ownership to all LBRS data generated for the County's subsystem to the State. The State, as owner of the spatial data obtained through this MOA, retains unlimited distribution rights to LBRS data in the Public Domain. If a request to the County is submitted by a state agency, the County will direct the state agency to OGRIP for release of data.

8. Population of GIServOhio – The state will publish and populate spatial data holdings and metadata obtained through this MOA to the GIServOhio portal. The County agrees that it will continue to furnish updates to GIServOhio.

9. County's Agent or Consultants – The County shall ensure in writing that any data transferred to or prepared by County's agent or consultant will be in the custody and control of the County and shall not alter the rights and obligations of the County as a Primary or Secondary Data Steward of the data. The County agrees to adhere to the criteria adopted by OGRIP regarding release of data to an agent or consultant.

10. Private Confidentiality – Both Parties agree not to disclose any data exempted from disclosure by applicable Federal and State law.

11. Disputes – When disputes arise among County and OGRIP, the OGRIP Council shall mediate such disputes.

SIGNATURES

This MOA will take effect immediately upon the signing of this document by the appropriate officials below:

STATE COUNTY

 Director
 Department of Administrative Services

 Print Name

 Date

 Signature

 Print Name

 Title

 Date

OGRIP

 OGRIP Council Chair Date

 OGRIP Council Representative Date

 OGRIP Council Representative Date

 OGRIP Council Representative Date

 OGRIP Council Representative Date

 Signature

 Print Name

 Title

 Date

 Signature

 Print Name

 Title

 Date

 Title

 Date

 Signature
Andrew L. Sutak
 Print Name
Belmont County Auditor
 Title

 Date

 Signature
Robyn Marshall
 Print Name
Director, Belmont County E-911
 Title

 Date

 Signature
William F. Shubat
 Print Name
Director, Belmont County Board of Elections
 Title

 Date

 Signature
James King
 Print Name
Deputy Health Commissioner, Belmont County Health Department
 Title

 Date

 Signature
Donald E. Pickenpaugh
 Print Name
GIS Director
 Title

 Date

 Signature
Mark A. Esposito
 Print Name
Director, Belmont County Sanitary Sewer District
 Title

 Date

 Signature
Dave Ivan
 Print Name
Director, Belmont County EMA
 Title

 Date

SIGNATURES

Additional County signatures (optional):

COUNTY COUNTY

Ginny Favede /s/
 Signature
Ginny Favede
 Print Name
President, Belmont County Commissioners
 Title
12/22/10
 Date

 Signature
Fred F. Bennett
 Print Name
Belmont County Engineer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT
FOR C&R JONES, LLC, DBA FASTLANE CAFE
& PIZZERIA, UNION TOWNSHIP, BELMONT, OHIO**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D3A liquor permit for C & R Jones, LLC, DBA Fastlane Café & Pizzeria, 41010 National Rd & Patio, Union Twp., Belmont, OH 43718. There have been no objections received and the Board of County Commissioners has no objections to the permit.

D3A-Extend issued permit privileges until 2:30am.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT
OF INVOICE FOR DANNY POPP, DDP & ASSOCIATES,
ARCHITECTS/PLANNERS/NEW EASTERN DIVISION COURT BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of the invoice dated December 15, 2010 for Danny Popp, DDP & Associates, Architects/Planners, in the amount of \$632.15 for project management services for the new Eastern Division Court Building for the period of 10/16/10 through 12/15/10.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING RESOLUTION DATED
DECEMBER 1, 2010, TO APPROVE AND SIGN THE PRELIMINARY
LEGISLATION FOR THE ODOT PROJECT BEL-CR-40B/TR 814 FOR
THE RECONSTRUCTION OF TWO STONE ARCH BRIDGES ON
PORTIONS OF THE OLD NATIONAL ROAD AND TO ADOPT
THE REVISED RESOLUTION/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to rescind the resolution dated December 1, 2010 to approve and sign the Preliminary Legislation for the Ohio Department of Transportation Project BEL-CR 40B/TR 814, PID No. 86170 for the reconstruction of two stone arch bridges on portions of the old National Road, and to adopt the **REVISED** resolution regarding the same; the County Engineer's Association of Ohio has determined that Credit Bridge Program funding is not eligible for this project and instead will be providing matching funds from Toll Revenue Credit up to a maximum of \$118,957.00. All other funding commitments remain unchanged.

**PRELIMINARY LEGISLATION
RC 5521.01**

Ordinance/Resolution# _____
PID No. 86170
County/Route/Section BEL-CR 40B/TR 814

The following is a **Resolution** enacted by the **Board of County Commissioners of Belmont County**, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the LPA has identified the need for the described project:

Being the reconstruction of two stone arch bridges on portions of the old National Road, with a project length of approximately 100 feet. The arches span Wheeling and Barkcamp Creeks. The project will include the upgrade or installation of all associated necessary roadway appurtenances within the project limits.

NOW THEREFORE, be it ordained by the **Board of County Commissioners of Belmont County**, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to assume and bear the entire cost of the improvement less the amount of Federal Funds set aside by the Director of Transportation for financing the improvement from funds allocated by the Federal Highway Administration.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

Federal funds identified for this project include eighty percent (80%) of the cost of construction and construction engineering up to a maximum of \$697,117 from ODOT's Transportation Enhancement (TE) Program funds. In addition, the above mentioned TE funds will be matched with Toll Revenue Credit provided through the County Engineer's Association of Ohio, up to a maximum of \$118,957. Finally, federal funds identified for this project include eighty percent (80%) of the cost of preliminary development and detail design up to a maximum of \$168,000 from the BOM TE Program funds.

In addition, the LPA agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Consultants and Authority to Sign

The **County Engineer** of said **County** is hereby empowered on behalf of the **Belmont County Board of Commissioners** to enter into contracts with ODOT prequalified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the **County Engineer** is also empowered to assign all rights, title, and interests of **the Belmont County Commissioners** to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: December 22, 2010.
(Date)

Attested: Jayne Long /s/ Matt Coffland /s/
(Clerk) (Commissioner)

Attested: Jayne Long /s/ Charles R. Probst, Jr. /s/
(Clerk) (Commissioner)

Attested: Jayne Long /s/ Ginny Favede /s/
(Clerk) (Commissioner)

This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

Commissioner Favede noted that the Belmont County Department of Job & Family Services will use Protect Ohio funds to provide the programs services to eligible families for the following two contracts. The Children Services Protect Ohio Waiver requires the counties involved to provide the following services to help safely reduce the number of children in placement.

IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON TO PROVIDE FAMILY TEAM MEETING SERVICES FOR CHILDREN SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of nine thousand dollars (\$9,000.00), effective January 3, 2011 through June 30, 2011 to provide Family Team Meeting services for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator**

Whereas, this contract, entered into on this **3rd**, day of **January, 2011**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser. The Protect Ohio waiver has been granted a five year extension thus taking it to October, 2015.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075
Contractor: Cindy Bacon
47791 Barlow Road
St. Clairsville, OH 43950
740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on January 3, 2011. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2011.

IV DEFINITIONS

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

Allowable Costs

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

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

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

Proportional payment

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

Services

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to attend and participate in SAR meetings in addition or in lieu of required quarterly scheduled meetings if appropriate.
8. Contractor agrees to provide agency with an emergency contact number.
9. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
10. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
11. Contractor shall meet all service requirements of this contract.
12. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
13. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

A. Purchaser Responsibilities

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide the room necessary for the Family Team Meetings to occur.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

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

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

E. Performance Reporting

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
2. Agency agrees to compensate contractor (\$30) thirty dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 35¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$30	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$9,000**.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

The following cost schedule is based upon performing the services herein described.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$8,500
Travel and Expense	\$500
TOTAL COST:	\$9,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$9,000

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract,

or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely

responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely

responsible for making payments to any and all subcontractors for any services they

may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio.

Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<i>Dwayne D. Pielech /s/</i>	12-17-10
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<i>Ginny Favede /s/</i>	12/22/10
Belmont County Commissioner	Date
<i>Charles R. Probst, Jr. /s/</i>	12/22/10
Belmont County Commissioner	Date
<i>Matt Coffland /s/</i>	12/22/10
Belmont County Commissioner	Date
<i>Cindy Bacon /s/</i>	12/17/10
Cindy Bacon	Date
<i>David K. Liberati /s/</i>	12-21-10
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON TO PROVIDE KINSHIP SUPPORT SERVICES FOR BELMONT CO. CHILDREN SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of nine thousand dollars (\$9,000.00), effective January 3, 2011 through June 30, 2011 to provide Kinship Support Services (homestudies) for Belmont County Children Services Department.

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

Whereas, this contract, entered into on this 3rd day of January, 2011, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Kinship support services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser. The Protect Ohio waiver has been granted a five year extension thus taking it to October, 2015.

II PARTIES

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
Contractor:	Cindy Bacon 47791 Barlow Road St. Clairsville, OH 43950 740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on January 3, 2011. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2011.

IV DEFINITIONS

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

Allowable Costs

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

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

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

Proportional payment

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

Services

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

14. Contractor will initiate and complete Kinship homestudies as assigned by Program Administrator. Homestudies will be completed using format approved and recommended by the Protect Ohio consortium. Homestudies will be completed within 30 days of referral, unless due to circumstances beyond control of Contractor.
15. Contractor does not have direct line responsibility for the case.
16. Contractor will arrange and provide support services to Kinship Providers to help maintain the placement. These services will be individualized and identified on treatment plan and will adhere to case plan objectives. Cases will be assigned by Program Administrator.
17. Contractor will meet with assigned Kinship Providers on at least a monthly basis.
18. Contractor will document all contacts with the Kinship Provider and provide documentation to the assigned caseworker on a monthly basis.
19. Contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Kinship Support Services.
20. Contractor agrees to provide agency with an emergency contact number.
21. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
22. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
23. Contractor shall meet all service requirements of this contract.
24. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
25. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

D. Performance Standards

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

Contractor will schedule and complete homestudies within 30 days. Contractor will meet with the Kinship Caregivers at least once a month.

E. Performance Reporting

6. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.
7. Agency agrees to compensate contractor (\$30) thirty dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
8. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
9. Agency agrees to reimburse Contractor at a rate of 35¢ per mile for travel for homevisits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
10. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$30	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$9,000**.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

The following cost schedule is based upon performing the services herein described.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$8,000
Travel and Expense	\$1,000
TOTAL COST:	\$9,000
MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:	\$9,000

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	12-17-10
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Ginny Favede /s/</u>	12/22/10
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	12/22/10
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	12/22/10
Belmont County Commissioner	Date
<u>Cindy Bacon /s/</u>	12-17-10
Cindy Bacon	Date
<u>David K. Liberati /s/</u>	12-21-10
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE APPOINTMENT OF ALLAN KETZELL III AS THE BELMONT CO. FIRE & SQUAD OFFICERS ASSOCIATION REPRESENTATIVE TO THE BELMONT CO. 911 BOARD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the appointment of Allan Ketzell, III as the Belmont County Fire & Squad Officers Association representative to the Belmont County 911 Board for a four-year term effective January 1, 2011 through December 31, 2014.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM

IN THE MATTER OF DISCUSSION HELD RE: RENOVATION OF OLD SHERIFF'S RESIDENCE

Resident Art Thompson stated he was pleased to see the old jail was going to be renovated. He asked why would you want to tear down a piece of history and said it is wonderful for the city and county. He said he felt the building had a lot of possibilities. Mr. Coffland noted there had been people both for and against the renovations and he thanked the current board for making a decision one way or the other.

BREAK

**IN THE MATTER OF PUBLIC HEARING HELD
RE: AMERICAN ENERGY CORP. PUBLIC
ROAD CONSENT/COUNTY ROAD 92**

10:30 Public Hearing-Carl Arthur, American Energy Corporation

Present for the hearing were Carl Arthur and Bryan Burns of American Energy Corporation, County Engineer Fred Bennett and Mike Schuler of The Times Leader. Mr. Arthur clarified this is for an airshaft. Mr. Bennett stated this is in an area where it will not cause a problem with the county road. Mr. Arthur said the airshaft will be 44 feet off the side of the road.

**IN THE MATTER OF APPROVING AND SIGNING THE
PUBLIC ROAD CONSENT FORM FOR ODNR GRANTING
PERMISSION FOR AMERICAN ENERGY CORP. TO MINE
WITHIN 100 FEET OF COUNTY ROAD 92/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Public Road Consent** form for ODNR Application/Permit Number D-0425 granting permission for American Energy Corporation to mine within 100 feet of County Road 92, based upon the recommendation of Fred Bennett, County Engineer.

**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCEW MANAGEMENT**

Applicant's Name American Energy Corporation
Application/Permit Number **D-0425**

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

Beginning at a point within the outside right-of-way of a Belmont County road, 1150 feet west of the intersection of Wayne Township Road #804 and Belmont County #92; from said place of beginning and following Belmont County Road #92 in a Westerly direction for a distance of approximately 750 feet to the point of terminus.

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

- Spoil deposit
- topsoil storage
- equipment storage
- pond construction
- excavation or location of ___ foot highwall
- other (describe) **Drill Pad Construction, Shaft Drilling, Fan Installation, Haul Road Construction, and Drainage Controls**

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

- 1. Signs will be erected near the entry to provide information to the public.**
- 2. Earth barricades will be constructed, where necessary, to prohibit entry or act as safety barriers.**
- 3. Drainage Controls will be used, and drainage will be away from Belmont County Road #92.**

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on **22nd Day of December, 2010 at 10:30 AM** and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective December 22, 2010, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1. Within one hundred (100) feet of the outside right-of-way line but no closer than **10** feet of the traveled portion of public road # **C-92**; or

Signed: Ginny Favede /s/ President Date 12/22/10

Title: Belmont County Commissioner

Signed: Charles R. Probst, Jr. /s/ Pres. Date 12/22/10

Title: Belmont County Commissioner

Signed: Matt Coffland /s/ Vice-President Date 12/22/10

Title: Belmont County Commissioner

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: PORT AUTHORITY DIRECTOR LARRY MERRY PROVIDES AN UPDATE – Mr. Merry said a new company opened this year in Barnesville, Harmony Windows. He recently received their brochure in the mail. Their product is made in Ohio, made in Belmont County, and made in the USA. It continues to grow. He also met with new business owners Rick Frio and Dave Humphreys and had their brochure that they use at trade shows to try to secure new customers. He said this is an example of three individuals who live in Belmont County and are employing and will employ additional workers as their projects move ahead.

DISCUSSION HELD RE: RELOCATION OF VARIOUS COUNTY OFFICES

Mrs. Favede advised the Port Authority office has moved into Courthouse Annex III (former Thoburn Church). The Public Defender's office has been relocated to the former Port Authority office on Newell Avenue. The Magistrate and Mediation offices are in the process of also moving into Courthouse Annex III. She reported the Auditor's office located at 100 W. Main Street has decided not to move at this time. Mrs. Favede said it is hoped to have everything completed and finalized with the Courthouse Annex III building, aside from air conditioning which will come in the spring. She gave credit to Jack Regis and his Maintenance Department for the phenomenal work they have done and the abilities of the workers within that department. He has saved the county an immense amount of money along with the savings that will be seen due to the elimination of rental payments. The next project will be the completion of moving all county records to the Oakview Building. Mr. Merry stated his office is now much more functional and closer to the courthouse.

Mr. Coffland noted the chain of moves that have taken place over the past year to free up rented space, such as combining Northern and Eastern Division Courts, moving BCDJFS to the former Northern Division Court building, the new Veterans Office in Bellaire, and moving the county records to the Oakview Building. He said there are still moves to come in this process.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:45 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into executive session with Director Dwayne Pielech, Vince Gianangeli and Brenna Rocchio, BCDJFS, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:25 P.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session at 12:25 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

RECONVENEND THURSDAY, DECEMBER 23, 2010, AT 1:30 P.M.

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

IN THE MATTER OF AWARDING BID AND ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING COMPANY, INC./PIPECREEK PEDESTRIAN BRIDGE RECONSTRUCTION PROJECT

Motion made by Mr. Coffland, seconded by Mr. Probst to award the bid and enter into contract with Ohio-West Virginia Excavating Company, Inc., in the amount of thirty-one thousand, four hundred fifty dollars and zero cents (\$31,450.00) for the Pipecreek Pedestrian Bridge Reconstruction Project, a community development block grant-revolving loan fund project, based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

Note: Ohio-West Virginia was the only bidder.

CONTRACT

THIS AGREEMENT made this 23rd day of December, 2010, by and between Ohio-West Virginia Excavating Co., Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Pipecreek Pedestrian Bridge Reconstruction Project², and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered _____, dated _____, and N/A dated all as prepared by Street Engineering acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Thirty One Thousand Four Hundred Fifty and 00/100***** (Dollars) subject to additions and deductions as provided in Section 109 hereof.

¹Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of _____; an individual trading as _____

²Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR: Ohio-WV Excavating Co., Inc.

OWNER: Belmont County Commissioners

Signature

Typed/printed name

Title

Matt Coffland /s/

Signature

Matt Coffland

Typed/printed name

Vice-President

Title

NOTICE OF AWARD

To: Ohio-WV Excavating Co, Inc.
P.O. Box 128
Powhatan Point, Ohio 43942

PROJECT Description: furnish all service, labor, material and equipment necessary to perform the construction work for the Pipecreek Pedestrian Bridge reconstruction project, Belmont County, Ohio

The OWNER has considered the BID submitted by you on Dec. 23, 2010 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 31,450.00 .

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 23rd day of December, 2010.

Belmont County Commissioners
Owner
By: Matt Coffland /s/
Name: Matt Coffland
Title: Vice-President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ on this _____ day of _____, 20__.

By: _____
Name and Title: _____
cc: CONTRACTOR'S Surety
Surety's Agent

NOTICE TO PROCEED

To: Ohio-WV Excavating Co, Inc.
P.O. Box 128
Powhatan Point, Ohio 43942

PROJECT Description: furnish all service, labor, material and equipment necessary to perform the construction work for the Pipecreek Pedestrian Bridge reconstruction project, Belmont County, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated December 23, 2010 on or before January 3, 2011. The date of completion of all WORK is January 31, 2011.

Belmont County Commissioners
Owner
By: Matt Coffland
Name: Matt Coffland
Title: Vice-President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 20__.

By: _____
Name: _____
Title: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:35 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 1:35 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of December, 2010.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK