

St. Clairsville, Ohio

December 5, 2012

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-A-1 Service	Van maintenance-Coroner/General Fund	56.23
A-AT&T	Services-Public Defender/General Fund	145.07
A-AT&T	Services/Port Authority Fund	123.12
A-CourtView Justice Solutions	Support services-Public Defender/General Fund	2,046.00
A-CourtView Justice Solutions	Support services-Adult Probation Fund	1,074.00
A-Crystal Springs Water Company	Water-Treasurer/General Fund	18.22
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Draft-Co., Inc.	Fire District Mapping-GIS Projects/General Fund	220.00
A-Isaac, Brant Law Offices	Response to Public records request/General Fund	935.00
A-Linton D. Lewis	Reimburse mileage/General Fund	115.20
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	368.00
A-Ohio Common Pleas Judges' Assoc.	Registration for Winter Conference-Judge Sargus/General Fund	250.00
A-Staples	Supplies-Public Defender/General Fund	204.97
A-Staples	Supplies-Public Defender/General Fund	318.95
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	179.90
N-Stonegate Constructon	EORIP Construction/EORIP Fund	112,309.74
P-Cintas Corp	Services/BCSSD Funds	734.61
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	83.25
P-Yorkville Board of Trustees of Public Affairs	Sewage Disposal/BCSSD Funds	513.29
S-Assoc. of Muni/County Judges of Ohio, Inc.	Association dues/Northern Ct. General Special Projects Fund	110.00
S-Beth A. Andes, MS, PCC	Contract bill/District Detention Home Fund	735.00
S-BIS	Support renewal/Eastern Ct. General Special Projects Fund	1,494.44
S-Cynthia McGee	Winter conference lodging/Certificate of Title Admn Fund	325.74
S-DDC, Inc.	Computers-Legal Office/Clerk of Courts Computer Fund	4,969.95
S-Digital Data	Printer/Probate Court Computer Fund	492.42
S-Ohio Judicial Conference	2013 Conference Dues/Eastern Div. Court Computer Fund	150.00
S-Ohio Judicial Conference	2013 Conference Dues/Northern Ct. General Special Projects Fund	150.00
S-Ohio State University/OSU Ext.	Leadership Academy sponsorship/Port Authority Fund	1,000.00
S-Superior Industrial Laundries	Title entrance mats/Certificate of Title Admn Fund	14.00
S-Transcription Gear, Inc.	Recording system/Northern Ct. General Special Projects Fund	1,279.48
S-United Bank	Armory Loan payment/Port Authority Fund	75,000.00
S-Vista	Support & maintenance/Northern Ct. General Special Projects Fund	4,061.82
S-Wheeling Office Supply Co.	Chairs-Title Office/Certificate of Title Admn Fund	1,352.00
W-Matthew Bender & Co.	Books/Law Library Fund	737.12
Y-Health Plan PPO	December premium/Employer's Share Holding Account	366,550.33

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 5, 2012 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$65,358.03; \$19,827.36
A-GENERAL/AUDITOR	\$2,552.00
A-GENERAL/EMA	\$2,287.66
A-GENERAL/JUVENILE COURT	\$150.00
A-GENERAL/SHERIFF	\$5,968.53
A-GENERAL/911	\$2,410.14
B_Dog Kennel	\$3,885.23
G-Belmont Co. Tourism Sheriff Residence Grant	\$26,952.81
H-Job & Family, CSEA	\$8,514.69
H-Job & Family, Public Assistance	\$445.76; \$13,469.61; \$2,710.54; \$8,334.77; \$29,598.00
H-Job & Family, WIA	\$5,990.55; \$118,449.72
J-Real Estate Assessment	\$1,560.86
M-Juvenile Ct. – Intake Coordinator	\$201.60
M-Juvenile Ct. – Placement Services	\$10,200.00
M-Juvenile Ct. – Title IV-E Reimb.	\$1,490.41
M-Juvenile Ct. – Truant Officer Grant	\$16.55
O-Mt. Victory Bond Retirement	\$9,286.78
P-Oakview Utilities	\$2,060.12
P-Sanitary Sewer District	\$427.49; \$3,302.49; \$9,601.76; \$4,210.77; \$4,707.21; \$703.69; \$1,748.90; \$558.61
S-Certificate of Title Admn Fund	\$8,377.25
S-District Detention Home	\$3,787.29; \$5,835.24
S-Job & Family, Children Services	\$22,292.99; \$3,008.60
S-Job & Family, Senior Programs	\$71,565.11
S-Juvenile Ct. General Special Projects	\$79.48

S-Sheriff Commissary	\$240.98
S-Oakview Juvenile Residential Center	\$1,770.11
S-Western Ct. General Special Projects	\$3,062.62

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE ENGINEER MVGT FUND

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for December 5, 2012 as follow:

FUND	AMOUNT
K-Engineer MVGT	\$92,517.75

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	NO

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND A00

FROM	TO	AMOUNT
E-0051-A001-A17.000 Memorial Day Expenses	E-0256-A014-A05.000 Official Bonds	\$ 2,500.00
E-0051-A001-A19.000 Courthouse Security	E-0051-A001-A50.000 Budget Stabilization	\$ 620.79
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A50.000 Budget Stabilization	\$ 527.60
E-0121-A006-B02.002 Salaries	E-0131-A006-A04.002 Salaries-Road Deputies	\$ 4,320.00
E-0121-A006-B02.002 Salaries	E-0051-A001-A02.002 Salaries	\$ 300.00
E-0141-A001-C07.000 Travel	E-0141-A001-C03.010 Supplies	\$ 400.00

REAL ESTATE ASSESSMENT FUND J00

FROM	TO	AMOUNT
E-1310-J000-J03.011 Contracts	E-1310-J000-J08.005 Medicare	\$ 600.00

BELMONT COUNTY SANITARY SEWER DISTRICT VARIOUS FUNDS

FROM	TO	AMOUNT
WWS #2	WWS #2	
E-3701-P003-P25.000 Purchased WA	E-3701-P003-P31.000 Other Expenses	\$ 9,700.00
WWS #3	WWS #3	
E-3702-P005-P34.074 Transfers Out	E-3701-P005-P21.000 Materials	\$ 23,000.00
SSD #1	SSD #1	
E-3704-P051-P16.074	E-3704-P051-P07.011 Services	\$ 400.00
SSD #3A	SSD #3A	
E-3706-P055-P01.002 Salaries	E-3706-P055-P05.000 Materials	\$ 500.00
SSD #3B	SSD #3B	
E-3707-P056-P01.002 Salaries	E-3707-P056-P05.000 Materials	\$ 700.00
E-3707-P056-P11.000 Adv. Print	E-3707-P056-P09.000 Sewage Disp.	\$ 80.00

BELMONT COUNTY PORT AUTHORITY FUND S12

FROM	TO	AMOUNT
E-9799-S012-S08.003 PERS	E-9799-S012-S01.002 Salary	\$ 2,500.00

BELMONT CO. TREASURERS/DRETAC FUND W82

FROM	TO	AMOUNT
E-1410-W082-T10.000 Adver & Printing	E-1410-W082-T02.010 Supplies	\$ 5.10

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0081-A002-D10.003 PERS (Probate)	\$ 576.00
E-0051-A001-A50.000 Budget Stabilization	E-0054-A006-F01.002 Salaries (EMA)	\$ 3,100.00
E-0051-A001-A50.000 Budget Stabilization	E-0054-A006-F05.003 PERS (EMA)	\$ 432.00
	TOTAL	\$ 4,108.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

BELMONT CO. SENIOR PROGRAM FUND S70

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salaries	E-5005-S070-S08.000 Travel	\$ 5,000.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	No

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF SEPTEMBER, OCTOBER & NOVEMBER, 2012**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of September, October & November, 2012.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	6,999.99
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	1,166.66
E-5005-S007-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	1,500.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.45
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	640.02
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	170.73
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	132.81
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	29.10
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	10.89
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	416.66
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	0.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,416.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	750.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,416.66
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	0.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		21,666.63

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

October 10, 2012

BELMONT CO. PORT AUTHORITY FUND S12

E-9057-S012-S21.000 Armory Property \$ 3,125.49

December 5, 2012:

GENERAL FUND

E-0061-A002-B02.002 Salaries/Employees \$ 3,500.00
 E-0061-A002-B14.003 PERS \$ 5,000.00
 E-0170-A006-G11.000 Other Expenses \$ 325.00
 E-0131-A006-A17.012 Cruiser Repairs \$ 600.79

BELMONT COUNTY SHERIFF/VARIOUS FUNDS

E-0131-A006-A04.002 Salary-Road \$ 2,520.00
 E-0131-A006-A04.002 Salary-Road \$ 1,800.00
 E-0131-A006-A03.002 Salary-Jail \$ 720.00
 E-0131-A006-A04.002 Salary-Road \$ 2,212.28
 E-5100-S000-S01.010 Commissary \$ 10,154.66
 E-0131-A006-A24.000 E-SORN \$ 275.00
 E-0131-A006-A23.000 Background \$ 679.00
 E-8101-A001-S07.012 CCW Equipment \$ 2,866.00
 E-5101-S001-S06.000 CCW License \$ 3,831.00
 E-1652-B016-B02.000 DUI \$ 25.00
 E-0131-A006-A09.000 Medical \$ 718.40
 E-9710-U010-U06.000 Reserve \$ 1,900.87
 E-9710-U010-U06.000 Reserve \$

BELMONT CO. JUVENILE CT./PLACEMENT SERV, FUND M64

E-0400-M064-M05.000 Placement Costs \$ 48,184.00

ISSUE TWO MONIES N41

E-9041-N041-N10.055 Project Payments \$287,754.68

NEFFS SANITARY SEWER PROJECT N27

E-9027-N027-N05.055 OPWC Payments \$266,969.53

OLD SHERIFF RESIDENCE/ODOT GRANT FUND P83

E-1703-P083-P06.013 Contracts-Projects \$26,952.81

QUE BRICK TAVERN FUND S05

E-2405-S005-S05.011 Contract-Services \$29,365.32

SARGUS DISTRICT DETENTION HOME FUND S33

E-0910-S033-S33.002 Salaries \$ 69,889.28
 E-0910-S033-S44.003 OPERS/STRS \$ 5,400.00
 E-0910-S033-S47.006 Hospitalization \$ 850.00

E-0910-S033-S39.000	Food Serv. Expenses	\$ 9,000.00
E-0910-S033-S65.011	Contract Services	\$ 4,500.00
<u>PROSECUTOR'S VICTIM ASSISTANCE W80</u>		
E-1511-W080-P01.002	Salary	\$ 858.17
E-1511-W080-P07.006	Hospitalization	\$ 858.17
E-1511-W080-P01.002	Salary (December)	\$ 255.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND A00

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 5, 2012:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

E-0121-A006-B03.010	Supplies	19,837.69
E-0121-A006-B07.000	Documents	1,142.66
E-0121-A006-B06.011	Contracts-Services	38.55
E-0051-A001-A10.000	Professional Services	18,006.00
E-0051-A001-A10.000	Professional Services	61,254.37
E-0051-A001-A28.000	Other Expenses	527.60
E-0051-A001-A28.000	Other Expenses	6,736.52
E-0055-A004-B20.000	MF Sat. Bldg. Maint.	2,719.86
E-0055-A004-B32.000	Eastern Ct. Sat. Bldg.	<u>10,065.39</u>
TOTAL		120,328.64

Upon roll call the vote was as follows:

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

IN THE MATTER OF CASH ADVANCE OF FUNDS FOR THE P83 OLD SHERIFF'S RESIDENCE/ODOT GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following **CASH ADVANCE OF FUNDS** for the P83 Old Sheriff's Residence/ODOT Grant Fund from the General Fund for project expenses. This Cash Advance will be repaid by the Belmont County Tourism Council within 30 days.

Note: The Tourism Council has already requested these additional funds from the Lodging & Excise Tax receipts, but the payment will not be received until after the county's year-end close out on 12/12/12.

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	R-1703-P083-P05.574 Transfers In	\$26,952.81

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 5, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

Old Sheriff's Residence/ODOT Grant - \$26,952.81 advanced to P83 Fund/Transfers In on 12/05/12

GENERAL - Closed 2011 PO's

- \$61,254.37 from E0051-A001-A10.000 Professional Services/PO 520517
- \$ 6,736.52 from E-0051-A001-A28.000 Other Expenses/PO 520519
- \$ 2,719.86 from E-0055-A004-B20.000 MF Satellite Bldg. Maint./PO 520478
- \$10,065.39 from E-0055-A004-B32.000 Eastern Court Sat. Bldg./PO 520529
- Refund from Xerox - \$130.94** paid into Refunds and Reimbursements on 12/03/12

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS - Sue Hines and Senior Members to travel to Cambridge, OH, on Dec. 10, 2012, for a Bethesda Senior Center outing. Estimated expenses: \$12.00

SANITARY SEWER DISTRICT - Daniel Farmer to travel to Coshocton, OH, on Dec. 6, 2012, to pick up pipe at CLOW Pipe. A county vehicle will be used.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Peg Hatcher, representing the Belmont Co. Chapter of the Ohio Genealogical Society, inquired as to what has become of the old Belmont County records. Mrs. Favade asked that Clerk of Courts Cindy McGee address this. Also Mrs. Favade has worked on the records issue for the past 4 years. She advised the records, historical or otherwise, belong to the elected officials. Currently there is a heavy demand for the records by the oil and gas industry. The elected officials are maintaining their records and do not intend to separate them into two different groups. Mrs. McGee stated that as long as she is the Clerk of Courts, she wants to keep the records belonging to her department in her possession. She noted her appreciation for the work the Genealogical Society has done in the past with preserving the records, but as the keeper of her department’s records she will continue to maintain them. Mrs. Hatcher listed other counties who have provided buildings and allow the Genealogical Society to be the guardian’s of the records. She is concerned about excessive handling of Belmont County Records. She would like the Commissioners to also provide a building for records storage. Mrs. Favade stated the county does have a building. She advised in other counties they have gifted their books away, but in Belmont County our elected officials want to keep their books. Mrs. Favade said she does not have a right over another elected official. They have a right to maintain their records. Mrs. Favade noted there is a law suit in Guernsey County regarding an elected official gifting their books and now they cannot provide the public records requested. By gifting them they violated the constitution that holds them responsible for those books. That is what our elected officials are trying to prevent. Mrs. McGee stated we know where our records are as they are housed in three locations. Mrs. Favade explained we have put a lot of time caring for our records; they are locked up securely and organized in a building.

11:30 A.M. St. C. High School Red Devils Football Team and Coaches
Re: Resolutions in honor of Coach and Football Team

The team and coaches were invited in order that they could receive accolades from the board for their most successful football season on record. Mr. Probst welcomed the team and said it was an honor to have them here. Mrs. Favade told the group this season would probably be the most amazing thing that will ever happen to them in their lifetime. They will be far into their adult years and still reminiscing. She said everything you will ever need to know about life you will learn from sports. Mr. Probst said you gave us all bragging rights in the county and we are presenting this resolution on behalf of all residents to you. He stated it was a great honor to have all here this morning. Mr. Coffland told the team they are among the elite in Belmont County. These are exciting times in the county. He had the pleasure of attending the last game to cheer the team on. He said it was amazing to see how everyone came together in the county to show support for the Red Devil Football team.

Mrs. Favade said the board could not bring everyone here without acknowledging the coach because it all comes from the top down. She said she read an article in the paper last week that Mr. Zanders had made a comment saying they hired him because he was the kind of man that we want around our kids. She said she can’t think of a higher compliment in this day and age to give any man, to be the person we want around our kids. She stated, “Without you, none of this would be possible.” Mr. Probst said these gentlemen and ladies are a product of you. He said the kids will always look back on this day and have memories. He thanked the coach and his staff on a great job and a great season. Mr. Coffland noted the most common words he heard through everything was what a bunch of nice guys and young lady they all are and he attributed that to Coach McLean and their families and parents. Coach McLean thanked the board for honoring the team. He credited the team for their hard work. He stated when on the field at Canton-Fawcett Stadium the overwhelming support of Belmont County when you turned and looked into the crowd. It was wall-to-wall Red and Gray. They will continue to work hard to compete at that level. He will miss this group of kids and their families. He stated he was proud to be a part of this.

IN THE MATTER OF ADOPTING RESOLUTION
HONORING THE ST. CLAIRSVILLE HIGH SCHOOL
“RED DEVILS” FOOTBALL TEAM

Motion made by Mrs. Favade, seconded by Mr. Probst to adopt the resolution honoring the St. Clairsville High School “Red Devils” Football Team.

RESOLUTION
HONORING THE ST. CLAIRSVILLE HIGH SCHOOL
“RED DEVILS” FOOTBALL TEAM

WHEREAS, the St. Clairsville High School “Red Devils” Football Team recently completed its 2012 football season culminating with an awe-inspiring 14-1 record, and

WHEREAS, the “Red Devils” through their commitment and perseverance achieved the honors of Buckeye 8 titles, OVAC 4A Championship and Region 15 Championship and a first-ever appearance in the OHSAA State Championship Game and were named the OHSAA

Division IV State Champion Runner-up; and

WHEREAS, the “Red Devils” epitomize the status of exceptional representatives for the St. Clairsville-Richland School District, as they rose to the challenge time and again, through their dedication and teamwork; and

WHEREAS, the 2012 Red Devils of St. Clairsville are champions in every sense of the word; and

WHEREAS, the athletes, coaches, students, parents and fans brought much pride and community spirit not only to the St. Clairsville-Richland School District, but all of Belmont County as they bring to a close a most successful and sensational season.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners, on behalf of all county residents, do hereby thank the “Red Devils” team, Head Coach Brett McLean, assistant coaches, parents, fans, and the entire school district for a thrilling season and congratulate them on their phenomenal performance and outstanding representation of not just St. Clairsville High School and the City of St. Clairsville, but all of Belmont County.

Adopted this 5th day of December, 2012.

BELMONT COUNTY COMMISSIONERS

Charles R. Probst, Jr. /s/

Matt Coffland /s/

Ginny Favade /s/

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADOPTING RESOLUTION
HONORING ST. CLAIRSVILLE "RED DEVILS"
HEAD FOOTBALL COACH BRETT McCLEAN**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution honoring St. Clairsville "Red Devils" Head Football Coach Brett McLean.

**RESOLUTION
HONORING ST. CLAIRSVILLE "RED DEVILS"
HEAD FOOTBALL COACH
BRETT McLEAN**

WHEREAS, under Coach Brett McLean, St. Clairsville has qualified for the playoffs six times and have two 10-0 seasons, finished as regional runner up, won or shared three Buckeye 8 titles and captured the OVAC 4A title this season; and

WHEREAS, Coach McLean, has just completed his most successful season in his 11 years at the helm of the St. Clairsville Red Devil's Football Team, garnering an impressive 14-1 record for the 2012 season, culminating with a first-ever appearance at the OHSAA State Championship Game; and

WHEREAS, Coach McLean has taken St. Clairsville Football to unmatched heights, having an impact not only on the football program, but also on the school district and entire community; and

WHEREAS, Coach McLean has instilled in his players the importance of the inner drive to persevere and strive for success both individually and as a team; and

WHEREAS, Coach McLean and his assistant coaches have guided the Red Devil's Football Team to a fairytale season that will be remembered and celebrated for years to come; and

WHEREAS, Heartfelt Congratulations are extended to Head Coach Brett McLean and his staff for the stellar performance and outstanding record achieved by the 2012 Red Devil Football Team.

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby honor Coach Brett McLean for his commitment and dedication to a very successful Red Devil football program and the young men and women of the school district under his guidance.

Adopted this 5TH day of December, 2012.

BELMONT COUNTY COMMISSIONERS

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM (continued) – Richard Hord questioned the board on upcoming layoffs in the Department of Job & Family Services and if decreasing salaries to save jobs was considered. Mr. Probst said it is our understanding the 21 layoffs will be in the Public Assistance area or anything tied to Public Assistance. Mr. Probst advised DJFS Director Dwayne Pielech has been asked to submit a reorganization plan. Mr. Hord asked how the Senior Services Program is progressing. Mr. Probst stated discussions have been continuing. Mr. Probst stated, in his opinion only, is that the 21 potential layoffs at DJFS right now are taking front stage. He said we need to work through that issue while continuing to move forward with Senior Services and separating them from DJFS.

Mr. Hord requested an update on the former sheriff's residence. Mrs. Favede stated it was coming along beautifully. They have a meeting tomorrow and the second floor will be started on. Belmont Co. Tourism has contributed some additional monies to complete the second floor. We are looking for it to be completely renovated by mid February. Mrs. Favede stated it is beautiful inside and outside. A Project Best Award was given to the Commissioners this morning at the Project Best Breakfast for their work on the Sheriff's residence. This indicates the Project Best seal of approval on construction. It is about 75% completed at this point. When completed Tourism is going to work with Mrs. Favede to see that all the communities are represented within that building as a Tourism Office.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of September 26 and October 3, 2012

Upon roll call the vote was as follows:

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

Mr. Probst announced the Board will reconvene tomorrow (Dec 6) at 11:00 a.m. in Executive Session re: Personnel Exception.

**IN THE MATTER OF ACCEPTING THE ANNUAL
REPORT ON THE DELINQUENT TAX & ASSESSMENT
COLLECTION (DTAC) FUND FOR FISCAL YEAR 2010/TREASURER**

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2012 as submitted by Joseph A. Gaudio, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY
INCREASE FOR MICHAEL REED/BCSSD**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve a one dollar (\$1.00) per hour pay increase, effective November 8, 2012, for Michael Reed, who has obtained his Class I Wastewater Collection System Operator License, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District; Mr. Reed will be reclassified as a Class I Wastewater Collection System Operator per the Belmont County Water & Sewer Department Job Classification Handbook.

Upon roll call the vote was as follows:

Mr. Probst	Yes
------------	-----

Mr. Coffland Yes
Mrs. Favede Yes

IN THE MATTER OF APPROVING COMMISSION PRESIDENT TO EXECUTE THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL FROM L3 COMMUNICATIONS SECURITY AND DETECTINO SYSTEMS, INC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Charles R. Probst, Jr. to execute the *Select Schedule Annual Equipment Maintenance Contract Proposal*, Proposal No. S-11-17-2012, from L3 Communications Security and Detection Systems, Inc. in the amount of four thousand, one hundred dollars (\$4,100.00), effective November 17, 2012 through November 16, 2013, for the annual preventive maintenance and radiation safety survey and performance report for the Belmont County Courthouse Security x-ray system.

**L-3 communications
Security & Detection Systems, Inc.**

SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL

SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.
- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system.
- One annual radiation safety survey and preparation of performance report per x-ray system.
- Additional services are available upon request at Seller's prevailing time and materials rates.

COVERAGE PERIOD: November 17, 2012 through November 16, 2013

PAYMENT TERMS: Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

ACCEPTED FORMS OF PAYMENT: Business check, Wire Transfer, Credit Card

CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK: The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT:

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX6.4	PX64947	4,100.00	101 West Main Street, St. Clairsville, OH 43950

TOTAL ANNUAL PRICE: \$4,100.00 plus tax if applicable – See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-11-17-2012, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Joseph Ziniti concerning order placement via Phone: 718-939-3821 –or- e-mail Joseph.Ziniti@L-3com.com

BUYER PURCHASE ORDER NUMBER : _____ CONTRACT ID: _____

AUTHORIZED SIGNATURE REQUIRED:

BELMONT COUNTY COMMISSIONERS:

Name: Charles R. Probst, Jr.
Title: President
Signature: Charles R. Probst, Jr. /s/
Date: 12/5/12

L-3 COMMUNICATIONS SECURITY AND DETECTION SYSTEMS, INC.:

Name: Joseph Ziniti
Title: Contracts Administrator
Signature: Joseph Ziniti /s/
Date: November 29, 2012

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH VAUGHN, COAST & VAUGHN, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE FOX-SHANNON WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT/BCSSD

Motion made by Mr. Probst, seconded by Mr. Coffland to approve hiring and enter into an agreement with Vaughn, Coast & Vaughn, Inc. for professional engineering services for the Fox-Shannon Wastewater Treatment Plant Improvement Project in the amount of \$25,000.00, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

**Prepared by
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**



and

Issued and Published Jointly by



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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882

www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308

(703) 548-3118

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TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER.....9
1.01 Scope9

ARTICLE 2 – OWNER’S RESPONSIBILITIES.....9
2.01 General.....9

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES9
3.01 Commencement.....9
3.02 Time for Completion.....9

ARTICLE 4 – INVOICES AND PAYMENTS9
4.01 Invoices.....9
4.02 Payments.....9

ARTICLE 5 – OPINIONS OF COST9
5.01 Opinions of Probable Construction Cost.....9
5.02 Designing to Construction Cost Limit.....9
5.03 Opinions of Total Project Costs.....9

ARTICLE 6 – GENERAL CONSIDERATIONS.....9
6.01 Standards of Performance9
6.02 Design Without Construction Phase Services.....10
6.03 Use of Documents.....10
6.04 Insurance.....10
6.05 Suspension and Termination11
6.06 Controlling Law.....11
6.07 Successors, Assigns, and Beneficiaries11
6.08 Dispute Resolution.....11
6.09 Environmental Condition of Site11
6.10 Indemnification and Mutual Waiver12
6.11 Miscellaneous Provisions.....12

ARTICLE 7 – DEFINITIONS.....12
7.01 Defined Terms.....12

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS13
8.01 Exhibits Included.....13
8.02 Total Agreement.....13
8.03 Designated Representatives.....14
8.04 Engineer's Certifications14

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of Dec .5 , 2012 (“Effective Date”) between

Belmont County Board of Commissioners (“Owner”) and

Vaughn. Coast & Vaughn. Inc. (“Engineer”).

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
B. Owner shall pay Engineer as set forth in Exhibit C.
C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer’s services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer’s opinions of probable Construction Cost are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer’s rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, “Construction Cost Limit,” to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and regulations.
2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer’s performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such

policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
 - F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
 - G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
 - H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
 - I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents
 - J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
 - K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
 - L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 6.02 *Design Without Construction Phase Services*
- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.
- 6.03 *Use of Documents*
- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
 - B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
 - C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
 - D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
 - E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
 - F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- 6.04 *Insurance*
- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
 - C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
 - D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
 - F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
 - G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.
- 6.05 *Suspension and Termination*
- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
 - B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
 - C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - D. *Payments Upon Termination*:
 - 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- 6.06 *Controlling Law*
- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- 6.07 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.
- 6.08 *Dispute Resolution*
- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
 - B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.
- 6.09 *Environmental Condition of Site*
- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
 - B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
 - C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
 - E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
 - F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.
- 6.10 *Indemnification and Mutual Waiver*
- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
 - B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
 - C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
 - D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
 - E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- 6.11 *Miscellaneous Provisions*
- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
 - B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
 - C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
 - D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
 - E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. **Not included.**
- F. Exhibit F, Construction Cost Limit. **Not included.**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **Not included.**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 Designated Representatives:

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications:

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	Engineer:
<u>Belmont County Board of Commissioners</u>	<u>Vaughn, Coast & Vaughn, Inc.</u>

By: <u>Charles R. Probst, Jr. /s/</u>	By: <u>Jeffrey A. Vaughn, P.E.</u>
<u>Matt Coffland /s/</u>	<u>Jeffrey A. Vaughn /s/</u>
<u>Ginny Favede /s/</u>	

Title: <u>Belmont County Commissioners</u>	Title: <u>Vice-Pres.</u>
Date: <u>12/5/12</u>	Date: <u>10-17-12</u>
Signed: _____	Signed: _____

APPROVED AS TO FORM:	Engineer License or Firm's	50753
<u>David K. Liberati /s/ (Assistant)</u>	Certificate No.	
PROSECUTING ATTORNEY	State of: <u>Ohio</u>	

Address for giving notices:	Address for giving notices:
<u>101 Main Street</u>	<u>154 S. Marietta St.</u>
<u>St. Clairsville, Ohio 43950</u>	<u>St. Clairsville, Ohio 43950</u>

Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
_____	_____
Title: _____	Title: _____
Phone Number: _____	Phone Number: _____
Facsimile Number: _____	Facsimile Number: _____
E-Mail Address: _____	E-Mail Address: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH DIGITAL DATA COMMUNICATIONS, INC., FOR FULL SERVICE INFORMATION TECHNOLOGY SUPPORT AND MAINTENANCE

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into an Agreement with Digital Data Communications, Inc. for a three year term, effective December 1, 2012 through November 30, 2015, for full service Information Technology Support and Maintenance Program at specified Belmont County facilities in the amount of one hundred forty-four thousand dollars (\$144,000.00) a year.

Note: Yearly increases will be based on the Consumer Price Index (CPI-U), not to exceed 3%.

**Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT**

This Master Client Services Agreement (this "Agreement") is between Digital Data Communications, Inc., a corporation that maintains an office for business at 15 S 5th Street, Martins Ferry, OH 43950 ("**Company**"), and Belmont County Commissioners, 101 West Main St., St. Clairsville, OH 43950. ("**Client**"). The Agreement shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

1) **SCOPE OF SERVICES.** Company agrees to assist Client with professional services and advice as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services").

To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work.

2) **PAYMENT.** Unless otherwise stated in a statement of work, Payment is due the date the Client receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. A schedule of applicable fees is listed in schedule 2 of this agreement. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.

3) **TERMS.** The Agreement shall be in effect for a period of 3 Years (36 months) from December 1st, 2012 through November 30, 2015. Yearly increases will be based on the CPI-U (Dec-Dec) percentage increase. This contract will renew under same terms and conditions if customer does not provide written notice of intent to not renew 120 days prior to contract termination date.

4) **AUTHORIZED CONTACT PERSON.** Client shall designate one or more authorized contact person(s) (each, an "Authorized Contact") with whom Company will conduct Service-related communications. Client's initial Authorized Contact(s) is/are: Charles Probst Jr., Ginny Favede and Matt Coffland. Likewise, Client may designate one or more Authorized Contacts with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Client's behalf, work direction, Statements of Work, and Change Orders. Client understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Client (as described below) that an Authorized Contact is no longer authorized to act on Client's behalf. If during the Term of this Agreement, Client wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Client must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.

5) **ACCESS TO PREMISES.** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Client shall provide Company with any passwords or keys (virtual or otherwise) that Company requires in order to provide the Services to Client. Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Client's denial to Company of full and free access to Client's systems and components thereof, or Client's denial to Company of full and free access to Client's personnel or Premises pursuant to this Agreement.

6) **WARRANTIES; LIMITATIONS OF LIABILITY.**

a) Any third party products provided to Client pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Client "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Client, but will have no liability whatsoever for such third party products. All Third

Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Client, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.

b) Company assumes no liability for failure of equipment or software or any losses resulting from such failure.

c) Client warrants and represents that it shall not use the System for any purposes or activities that violate the laws of any jurisdiction, including the sending of unsolicited, bulk commercial email (i.e., SPAM).

d) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO CLIENT UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.

7) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Client may use and modify any intellectual property provided to Client by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Client to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the termination of this Agreement.

8) **TERMINATION.**

a) The agreement may be terminated by the Client upon 90 days written notice if the Company:

i) Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.

ii) Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

iii) Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement

b) This Agreement may be terminated by the Company upon ninety (90) days written notice to the Client.

c) *Consent.* The parties may mutually consent, in writing, to terminate this Agreement or any Statement of Work at any time.

d) *Default.* In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within ten (10) days following receipt of written notice from the non-Defaulting Party.

e) *Equipment* - No equipment is provided by **Company**.

f) *Equipment Removal.* Upon termination of this Agreement for any reason, Client shall provide Company with access, during normal business hours, to Client's premises (or any other locations at which Company-owned equipment is located) to enable Company to remove all Company-owned equipment from such premises (if any).

g) *Transition*. In the event this Agreement is terminated for any reason whatsoever, all Client data held by Company shall be returned to the Client in a commercially reasonable manner and time frame, not to exceed fifteen (15) calendar days following the date of request of the return of such data by Client. The data shall be returned in a comma separated value (*i.e.*, CSV) format, unless another industry-standard format is mutually agreed upon by the parties. In the event that Client requests Company's assistance to transition to a new service provider, Company shall do so provided that (i) all fees due and owing to Company under this Agreement are paid to Company in full prior to Company providing its assistance to Client, and (ii) Client agrees to pay Company its then-current hourly rate for such assistance, with upfront amounts to be paid to Company as agreed upon between the parties. **Company shall have no obligation to store or maintain any Client data in Company's possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** Company shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Company's deletion of Client data beyond the time frames described in this Section.

h) *Impact*. Termination of a Statement of Work shall not act as a termination of any other Statement of Work or as a termination of this Agreement as a whole. Termination of this Agreement, however, shall act as a termination of all Statements of Work then pending, unless the parties agree otherwise in writing.

i) *No Liability*: Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid legal request to which Company is required to comply. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.

9) **CONFIDENTIALITY.**

a) *Defined*. For the purposes of this Agreement, Confidential Information shall mean any and all non-public information provided to Company by Client, including but not limited to Client's customer data, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Company, (ii) was developed independently by Company, or (iii) is or was lawfully and independently provided to Company prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use*. Company shall keep Client's Confidential Information confidential, and shall not use or disclose such information to any third party for any purpose except (i) as expressly authorized by Client in writing, or (ii) as needed to fulfill Company's obligations under this Agreement. If Company is required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then Company shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

c) *Due Care*. Company shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Company normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.

d) *Compelled Disclosure*. If Company is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, Company shall immediately notify Client in writing of such requirement so that Client may seek a protective order or other appropriate remedy and/or waive Company's compliance with the provisions of this Section. Company will use its best efforts, at Client's expense, to obtain or assist Company in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Company may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Company has been advised by written opinion of counsel reasonably acceptable to Company that it is legally compelled to disclose.

10) **MISCELLANEOUS.**

a) *Assignment* This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Client. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.

b) *Amendment*. No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.

c) *Time Limitations*. The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.

d) *Severability*. If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.

e) *Other Terms*. Company shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement.

f) *No Waiver*. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

g) *Merger*. This Agreement, together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

h) *Force Majeure*. Company shall not be liable to Client for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Company.

i) *Non-Solicitation*. Client acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Client will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 12(j), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Client shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with Client (including any signing bonus).

j) *Insurance*. Company and Client shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability. Company agrees to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence, and an automobile liability insurance policy of not

less than \$250,000 bodily injury per person, \$250,000 per accident, and \$100,000 property damage liability. All of the insurance policies described herein shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Anywhere with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B + to A+.

k) *Governing Law; Venue.* This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of Ohio. Client hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Belmont County, in the State of Ohio, for any and all claims and causes of action arising from or related to this Agreement. THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.

l) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

m) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

n) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Belmont County, Ohio such period shall be extended to and through the next succeeding business day in Belmont County, Ohio.

o) *Notices.* Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this Agreement, or to such other address(es) as the parties may designate from time to time.

p) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.

q) *Subcontractors.* Company may subcontract part or all of the Services to one or more third parties provided, however that Company shall be responsible for, and shall guarantee, all work performed by any Company-designated subcontractor as if Company performed such work itself. Notwithstanding the foregoing, Company shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client on a statement of work.

r) *Counterparts.* The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

AGREED AND ACCEPTED:

Date: 12/6/12

Digital Data Communications, Inc.

Donald "Wes" Monk, President

Donald W. Monk /s/

Date: 12/5/12

Client: Belmont County Commissioners Office

Charles R. Probst, Jr., Commissioner

Charles R. Probst, Jr. /s/

Ginny Favede, Commissioner

Ginny Favede /s/

Matt Coffland, Commissioner

Matt Coffland /s/

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT
SCHEDULE 1

Description of Services

1) Provide General Information Technology Consulting and Professional Services

- a) Break/Fix support for all locations listed in Schedule 1 of this agreement.
- b) General consulting services for Information Technology projects entered into by client.
- c) Supply VPN Conduits.
- d) Client shall be billed for locations covered by the Agreement according to Schedule 2.

2) List of covered agencies:

- a) Belmont County 911
- b) Belmont County Water and Sewer
- c) Belmont County Sheriff's Office
- d) Belmont County Courthouse
- e) Belmont County Public Defender
- f) Belmont County Auditor's Office
- g) Belmont County Juvenile Court
- h) Belmont County Probate Court
- i) Belmont County Adult Probation Office
- j) Belmont County Juvenile Probation Office
- k) Belmont County Port Authority
- l) Belmont County Coroner's Office
- m) Belmont County Flood Plain
- n) Belmont County Title Department
- o) Belmont County Veterans Office
- p) Sargus Juvenile Center
- q) Belmont County Prosecutors Office
- r) Belmont County Maintenance Garage(s)
- s) Belmont County Board of Elections
- t) Belmont County Engineers Office

Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT
SCHEDULE 2

1) General Information Technology Consulting - \$12,000 per month

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 11 FOR WALLER CORP./HISTORIC SHERIFF'S RESIDENCE PROJECT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order No. 11 in the amount of two thousand, five hundred dollars and zero cents (\$2,500.00) for Waller Corporation to provide additional emergency lighting per the Architect's Change Directive #1 for the Historic Belmont County Sheriff's Residence project, based upon the recommendation of Chambers, Murphy & Burge, Project Architects.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EXECUTION OF INVOICE #3 FOR HERITAGE ARCHITECTURAL ASSOCIATES/ OUE BRICK TAVERN PROJECT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute Invoice #3 for Heritage Architectural Associates for the OUE Brick Tavern Project, PID 84115, as follows:

ODOT/Federal Share (80%)	\$ 849.00
Local Share (20%)	212.25
Total Due:	\$1,061.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EXECUTION OF INVOICE #2 FOR CENTENNIAL PRESERVATION GROUP/ OUE BRICK TAVERN PROJECT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute Invoice #2 for Centennial Preservation Group for the OUE Brick Tavern Project, PID 84115, as follows:

ODOT/Federal Share (80%)	\$ 9,713.52
Local Share (20%)	2,428.38
Total Due:	\$12,141.90

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A CASH ADVANCE OF FUNDS FROM THE GENERAL FUND TO THE P83 OLD SHERIFF RESIDENCE/ODOT GRANT FUND/ HISTORIC SHERIFF'S RESIDENCE ADAPTIVE REUSE PROJECT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve a Cash Advance of funds in the amount of \$26,952.81 from the Belmont County General fund to the P83 **Old Sheriff Residence/ODOT Grant fund** for the Historic Belmont County Sheriff's Residence Adaptive Reuse project.

Note: This Cash Advance is to be repaid by the Tourism Council within 30 days.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:27 P.M.

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session with Christine Palmer, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the complaints against a public employee.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF INSTRUCTING HR DIRECTOR TO INVESTIGATE THE ISSUES AT HAND AT BELMONT CO. 911 CENTER

Motion made by Mr. Probst, seconded by Mr. Coffland to instruct HR Director, Christine Parker, to investigate the issues at hand at our Belmont County 911 Center.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi commented on the recent meeting that was held with the Port Authority Board and state that he is against bringing “out of state crap and dumping it in our wells wherever it is. I am all against it.” He said he doesn’t care how much money they gave, “even if it was \$100 million, it is still wrong.” Mr. Probst advised the Clerk has a letter that the board signed opposing exactly what he is talking about.

BREAK

RECONVENED DECEMBER 6, 2012 AT 10:27 A.M. TO CONTINUE SIGNING BILLS

PRESENT: COMMISSIONERS PROBST AND COFFLAND. COMMISSIONER FAVEDE ARRIVED AT 11:05 A.M.

Mr. Probst said he wanted to step back to yesterday’s motion out of executive session entered under ORC 121.22(G)(1) Personnel Exception to consider complaints against a public employee. Mr. Probst said he wanted to be more clear that she (the HR Manager) was to investigate complaints against a public employee at the 911 Center and made the following motion:

**IN THE MATTER OF INVESTIGATING THE COMPLAINTS
OF A PUBLIC EMPLOYEE AT THE 911 CENTER**

Motion made by Mr. Probst, seconded by Mrs. Favede to investigate the complaints of a public employee at the 911 Center.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:20 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session with and Lynn Zanke of Belmont County Department of Job & Family Services, Cindy Michael, union representative and Consultant Mark Lucas, pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the employment and compensation of public employees. Mr. Probst said the board will also invite Dwayne Pielech, DJFS Director and Lori O’Grady, HR Manager into executive session in about 10 minutes.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	No

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:58 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:20 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 2:20 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of December, 2012.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK