

St. Clairsville, Ohio

January 30, 2013

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Fax line-Magistrate/General Fund	74.38
A-Boehm	Supplies-Treasurer/General Fund	39.98
A-Frank Pierce	Mileage reimbursement-Public Defender/General Fund	176.40
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	101.90
A-Smartbill	1 st half real estate collection bills-Treasurer/General Fund	5,173.83
A-Staples	Supplies-Public Defender/General Fund	291.99
A-Times-Leader	Jury Pull/General Fund	42.45
A-Woodbury Outfitters	Ammunition-Adult Probation/General Fund	617.95
E-PowerPhone	Online training/911 Fund	4,018.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	186.13
N-Fields Excavation, Inc.	Contract services/Neffs Sanitary Sewer Project Fund	41,856.29
P-American Electric Power	Services/WWS#3 Revenue Fund	59,254.56
P-HD Supply Waterworks, Ltd.	Equipment/BCSSD Funds	6,961.28
P-Postmaster	Postage/BCSSD Funds	15,000.00
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	85.50
P-Whiteside Chev Olds Buick	Materials/BCSSD Funds	44.03
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,207.50
S-Cardmember Service	Various expenses/Oakview Juvenile Residential Center Fund	1,514.65
S-Hughes Xerographic	Contract/Port Authority Fund	65.86
S-TSG	Backup and vaulting/Eastern Ct. General Special Projects Fund	36.88
S-TSG	Remote data, backup & vaulting/Northern Div. Ct. Computer Fund	132.08
S-United Bank-Commercial Loans	Armory property mortgage/Port Authority Fund	2,625.49
S-Wal-Mart Community	Supplies & food/District Detention Home Fund	1,573.19
S-Walmart Community/GECRB	Various supplies/Oakview Juvenile Residential Center Fund	617.37
Y-Belmont Co. Prosecutor	Drug Task Force Money/Drug Task Force Fund	6,500.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for January 30, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$15,063.35
A-GENERAL/AUDITOR	\$232.08
A-GENERAL/CLERK OF COURTS	\$1,000.00
A-GENERAL/EMA	\$1,772.03
A-GENERAL/JUVENILE COURT	\$224.20
A-GENERAL/PROBATE COURT	\$922.05
A-GENERAL/RECORDER	\$6,207.17
A-GENERAL/SHERIFF	\$10,597.59
A-GENERAL/911	\$90,705.03
B-Dog Kennel	\$419.08
C-Indigent Guardianship Fund	\$300.00
E-911	\$5,049.00
H-Job & Family, CSEA	\$1,172.08
H-Job & Family, Public Assistance	\$26,289.90; \$126.46
H-Job & Family, WIA	\$16,204.63; \$3,627.07; \$144.33
J-Real Estate Assessment Fund	\$1,420.00
K-Engineer-MVGT	\$344.75; \$3,495.00; \$110,757.49
M-Juvenile Ct. – CCAP Fund	\$169.92
M-Juvenile Ct. – Placement Services	\$20,557.00
M-Juvenile Ct. – Placement II	\$831.18
M-Juvenile Ct. – Title IV-E Reimb.	\$201.72
P-Oakview Admn Bldg.	\$4,611.24
P-Sanitary Sewer District	\$1,427.67; \$6,933.22; \$15,211.40; \$1,238.74
S-Certificate of Title Admn Fund	\$274.37
S-Clerk of Courts Computer	\$10,482.17
S-District Detention Home	\$1,167.78
S-Job & Family, Children Services	\$946.07; \$335.28
S-Job & Family, Senior Program	\$35,370.04; \$11,792.00
S-Juvenile Ct. – General Special Projects	\$440.87
S-Oakview Juvenile Residential Center	\$4,465.78
S-Sheriff Commissary	\$4,234.20
T-Sanitary Sewer District	\$226.80; \$460.58

U-Sheriff's Reserve Account \$2,382.30
 W-Law Library \$515.74

Upon roll call the vote was as follows:

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

GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B02.002 Salaries	E-0051-A001-A02.002 Salaries	\$ 900.00

BEL. COUNTY JUVENILE COURT/ALTERNATIVE SCHOOL FUND M67

FROM	TO	AMOUNT
E-0400-M067-M01.002 Salaries	E-0400-M067-M08.011 Contract	\$ 6,000.00

BEL. HAR. JUVENILE DISTRICT/DISTRICT DETENTION HOME S33

FROM	TO	AMOUNT
E-0910-S033-S34.010 Supplies	E-0910-S033-S35.000 Materials	\$ 2,000.00
E-0910-S033-S60.010 Supplies	E-0910-S033-S62.000 Materials	\$ 1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

BELMONT CO. PORT AUTHORITY FUND S12 AND

EORIP WATER GRANT FUND N57

FROM	TO	AMOUNT
<i>Port Authority Fund S12</i>	<i>EORIP Water Grant Fund N57</i>	
E-9799-S012-S01.002 Salary	E-9057-N057-N01.013 EORIP Constr. Proj	\$40,000.00
E-9799-S012-S08.003 PERS	E-9057-N057-N01.013 EORIP Constr. Proj	\$ 6,250.00
E-9799-S012-S07.000 Prof. Serv.	E-9057-N057-N01.013 EORIP Constr. Proj	\$10,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROPRIATION FOR THE G50 LODGING EXCISE TAX FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following appropriation, in accordance with the Amended Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of January 3, 2013:

E-1910-G050-G01.000	Convention & Visitors Bureau	\$300,000.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated January 30, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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 to grant permission for county employees to travel as follows:

BCDJFS – Michael Schlantz to travel to Columbus, OH, on Feb. 13, 2013, to attend MOU Meeting at ODJFS. Estimated expenses: \$12.00
 Daisy Braun and Jack Irwin to travel to Wheeling, WV, on Feb. 26, 2013, for a St. Clairsville Senior Center outing. Estimated expenses: \$24.00

COMMISSIONERS – Ginny Favede to travel to Mt. Sterling, OH, on Feb. 10-12, 2013, to attend the CCAO Commissioners' Training Seminar. A county vehicle will be used. Estimated expenses: \$300.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 5, 2012

Upon roll call the vote was as follows:

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

Reminder-Town Hall Meeting Thursday, Jan. 31 at 7:00 p.m. at the Firemen's Hall in Holloway.

IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF THE TITLE IV-D CONTRACT BETWEEN BELMONT CO. CSEA AND THE BELMONT CO. PROSECUTOR

Motion made by Mrs. Favede, seconded by Mr. Coffland, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the renewal of the Title IV-D Contract between Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2013 through December 31, 2013 in an amount not to exceed \$87,576.31.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF THE TITLE IV-D CHILD SUPPORT CONTRACT WITH COMMON PLEAS COURT FOR MAGISTRATE SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland, as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the renewal of the Title IV-D Child Support Contract with Common Pleas Court for Magistrate Services effective January 1, 2013 through December 31, 2013 in an amount not to exceed \$69,357.14.

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF BUILDING SET-BACK</u>	[Belmont Co. Commissioners
<u>VARIANCE REQUEST FOR LOTS 8 & 9</u>	[Courthouse
<u>WYNGATE SUBDIVISION</u>	[St. Clairsville, Ohio 43950
<u>RICHLAND TOWNSHIP, SEC. 28, T-7, R-4</u>	[Date January 30, 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the hearing regarding the setback variance request for Lots 8 & 9 in Wyngate Subdivision, Richland Township Sec. 28, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
<i>Revised Code Sec. 711.05</i>
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To: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the 13th day of February, 2013, at 10:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH HESS OHIO RESOURCES, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Hess Ohio Resources, L.L.C. for the use of 2.10 miles of County Road 56 (Vineyard Hill Provident Road) for the purpose of ingress and egress for drilling activity at the Richland A Well Site.

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

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

RECITALS

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

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

WHEREAS, Operator intends to commence use of 2.10 miles of CR 56 (Vineyard Hill Provident Road) for the purpose of ingress to and egress from the Richland A Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Richland A Well Site (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30)

days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR 56 (Vineyard Hill Provident Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US-40/National Road and headed north for approximately 1.00 miles, then keeping right on CR 56 (Vineyard Hill Provident Road) and travelling approximately 1.10 miles to the entrance of the Richland A Well Site on the right. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Vineyard Hill Provident Road) for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of ONE HUNDRED THOUSAND & 00/100 DOLLARS (\$100,000.00). The following shall be completed:
 - a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that Ohio Attorney General Opinion 2012-029 was issued on September 19, 2012, holding that the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on January 30, 2013.

Executed in duplicate on the dates set forth below.

Authority
Belmont County

Operator
Hess Ohio Resources, LLC

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

By: Joaquin M. Martinez /s/
Joaquin M. Martinez, Operations Manager

By: Ginny Favede /s/
Ginny Favede, Belmont County Commissioner

By: Matt Coffland /s/
Matt Coffland, Belmont County Commissioner

By: Fred F. Bennett /s/
Fred F. Bennett, Belmont County Engineer

Dated: 1/30/13

Approved as to Form: David K. Liberati, /s/ Assistant
Christopher M. Berhalter, Belmont County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.

- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Use and restore CR 56 in accordance with the attached plans and/or county standards (see Exhibit A, attached hereto and made a part hereof).
- 4) Maintain CR 56 during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law, when applicable.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis, (740) 310-3402) any and all forms and reports necessary to show compliance.

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING
THE EXECUTION OF AMENDMENT NO. 6 TO AN AGREEMENT OF
SUBLEASE BETWEEN ODYS AND BELMONT CO. WITH RESPECT
TO OAKVIEW JUVENILE RESIDENTIAL CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution authorizing the execution of Amendment No. 6 to an agreement of sublease between the Ohio Department of Youth Services and Belmont County with respect to Oakview Juvenile Residential Center.

Note: Oakview Juvenile Residential has received additional capital funds for general upgrades to the facility.

RESOLUTION

The County Commissioners of the County of Belmont, Ohio met in regular session this date with the following members present:

Ginny Favede, Matt Coffland

Mrs. Favede offered the following resolution and moved its adoption.

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AMENDMENT NO. 6 TO AN AGREEMENT OF SUBLEASE
WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER**

WHEREAS, the Board of County Commissioners of the County of Belmont (the "Board") has previously entered into an Agreement of Sublease (the "Original Sublease", and as supplemented and amended from time to time, the "Sublease"), with the Ohio Department of Youth Services (the "Department") concerning the Oakview Juvenile Residential Center (the "Project"); and

WHEREAS, in view of an additional appropriation for the Project for improvements of the facility, the Board and the Department wish to enter into an Amendment No. 6 to Agreement of Sublease (the "6th Amendment"), in order to amend the description of the Project contained in Exhibit A to the Sublease.

NOW, THEREFORE, BE IT RESOLVED, that two or more members of the Board are authorized and directed to execute and deliver, in the name and on behalf of County, the 6th Amendment between the Board and the Department, in substantially the form submitted to and now on file with the Board which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board. The approval of such changes by said members of the Board shall be conclusively evidenced by the execution of the 6th Amendment by such members of the Board; and

FURTHER RESOLVED, that each member of the Board is each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of these resolutions; and

FURTHER RESOLVED, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and

FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board.

Mr. Coffland seconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

AYES: Mrs. Favede Mr. Coffland

NAYS:

ABSTENTIONS:

ADOPTED this 30th day of Jan., 2013.

Jayne Long /s/
Clerk, Board of County Commissioners,
County of Belmont, Ohio

**AMENDMENT NO. 6 TO
AGREEMENT OF SUBLEASE
between
OHIO DEPARTMENT OF YOUTH SERVICES
and the
BELMONT COUNTY, OHIO**

This AMENDMENT NO. 6 TO AGREEMENT OF SUBLEASE ("Amendment"), dated as of January 23, 2013 between the DEPARTMENT OF YOUTH SERVICES (the "Department") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BELMONT, OHIO (the "Board");

WITNESSETH:

WHEREAS, the Department and the Board previously entered into an Agreement of Sublease (as the same has been amended previously, the "Original Sublease") with respect to the Oakview Juvenile Residential Center (the "Project"); and

WHEREAS, the parties hereto desire to amend the description of the Project set forth in Exhibit A to the Original Sublease in order to more accurately describe the Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease is hereby amended and restated in its entirety in the form of 6th Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease remains unaltered and in full force and effect. This Amendment shall be considered an integral part of the Original Sublease and all references to the Sublease in the Original Sublease or any document referring thereto shall, on and after the date of this Amendment, be deemed to be references to the Original Sublease, as amended, including as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

DEPARTMENT OF YOUTH SERVICES
By: _____
Director
BELMONT COUNTY, OHIO
By: Matt Coffland /s/
Commissioner
By: Ginny Favede /s/
Commissioner
By: _____
Commissioner

**IN THE MATTER OF RESOLUTION DECLARING
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE
TEN-MILL LIMITATION AND REQUESTING THE COUNTY
AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH
REGARDING 1.5 MILL RENEWAL/SENIOR SERVICES**

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners:

SECTION 1. That pursuant to the provisions of Section 5705.19(Y) of the Ohio Revised Code, it is necessary that a renewal tax be levied in excess of the ten mill limitation for the benefit of Belmont County for the purpose of *A renewal tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services to elderly residents who are frail and or handicapped, at a rate not exceeding one and one half mills (1.5) mills for each one dollar (\$1.00) of valuation, which amounts to fifteen cents (\$.15) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2013 (Ohio Revised Code Section 5705.05)*

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the seventh day of May, 2013. If approved by the electors, said tax levy shall first be placed upon the 2013 tax list and duplicate, for first collection in calendar year 2014.

SECTION 3. That pursuant to Section 5705.03(B) of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Senior Citizens Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

BE IT FURTHER RESOLVED, that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Favede moved for the adoption of the foregoing Resolution, seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Favede Yes
Commissioner Coffland Yes
Commissioner Probst Absent

In Witness Whereof, the following have executed this instrument this 30th day of January 2013.

Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice-President

Charles R. Probst, Jr.

**IN THE MATTER OF APPOINTMENT OF CURTIS HALLSTROM
TO THE BOARD OF TRUSTEES OF THE BELMONT CO.
REGIONAL AIRPORT AUTHORITY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Mr. Curtis Hallstrom to the Board of Trustees of the Belmont County Regional Airport Authority for a five-year term effective January 1, 2013 through December 31, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING THE TRANSFER AND APPROPRIATION OF REVOLVING LOAN FUNDS TO THE HISTORIC SHERIFF'S RESIDENCE/ODOT PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following:

Resolution

WHEREAS, the Belmont County Board of Commissioners has received approval from the Ohio Department of Development, Office of Community Development, in the form of a waiver, to use the Revolving Loan Fund Program to complete the Historic Sheriff's Residence/ODOT Project in Belmont County; and

WHEREAS, the Belmont County Board of Commissioners desires to transfer fourteen thousand two hundred twenty-eight dollars and seventy-five cents (\$14,228.75) of the Revolving Loan Fund to assist with the completion of said project; and

WHEREAS, Belmont County must abide by all Federal and State regulations of the Community Development Block Grant (CDBG) Program; **NOW, THEREFORE, BE IT RESOLVED**, the Belmont County Board of Commissioners does hereby authorize the transfer and appropriation of fourteen thousand two hundred twenty-eight dollars and seventy-five cents (\$14,228.75) of the Revolving Loan Fund Program to the Historic Sheriff's Residence/ODOT Project in Belmont County.

Adopted January 30, 2013.

Upon roll call the vote was as follows:

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

DISCUSSION: - Mrs. Favede advised that this money (\$14,228.75) is for design fees that were not calculated at the beginning when the Revolving Loan was first utilized for design fees.

Note: *Commissioner Probst arrived at 10:09 a.m.*

OPEN PUBLIC FORUM - Mike Bianconi asked if any money would be given for paving this year. Mrs. Favede said money was given for striping this year. She said Mr. Bennett's first project to be bid this year will be striping centerlines only according to the County Engineer's newsletter.

BREAK

10:30 Sue Douglass, Executive Director, Belmont County DOD/CIC

Re: Transfer of lots in Fox Commerce Park

Sue Douglass reported on the final step in the project of transferring Lots 11 & 25 in Fox Commerce Park to the CIC for the completion of the sale to R & R Investments, located in Rock Springs, Wyoming. They are going to be doing business here as the Appalachian Energy Service, Inc. They are an oilfield service company currently employing 47 employees. They expect that number to increase to over 60 by the end of the first quarter. They are an S-corp that primarily services the oil and gas industry. Their list of services includes: Roustabouts (oilfield laborers), Pumpers and Flowback Crews, Equipment Operators, Heavy Hauling, Pipe Welding & Fabrication, and Crane Trucks.

IN THE MATTER OF APPROVING AND SIGNING GENERAL WARRANTY DEED FOR THE TRANSFER OF LOTS #11 & #25 IN FOX COMMERCE PARK TO THE CIC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the General Warranty Deeds for the transfer of Lot #11 and Lot# 25 situated in the Fox Commerce Park from the County of Belmont, by and through the Belmont County Commissioners, to the Belmont County Community Improvement Corporation.

Note: This is for R&R Investment doing business in Belmont County as Appalachian Energy Services.

GENERAL WARRANTY DEED

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

Situated in the County of Belmont, State of Ohio, Richland Township, Section 32 and 33, Township 7, Range 4 and being identified as Lot 11 of the Belmont County Fox Commerce Park of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Parcel No. 33-00032.006.

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

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

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

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2013 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

Executed this 30th day of January, 2013.

THE COUNTY OF BELMONT, OHIO

By: Ginny Favede /s/

Ginny Favede

By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

By: Matt Coffland /s/

Matt Coffland

GENERAL WARRANTY DEED

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

Situated in the County of Belmont, State of Ohio, Richland Township, Section 32 and 33, Township 7, Range 4 and being identified as Lot 25 of the Belmont County Fox Commerce Park of record in Cabinet E, Slide 318 of the Records of Plats of Belmont County, Ohio.

Parcel No. 33-00032.020.

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

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

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

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2013 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

Executed this 30th day of January, 2013.

THE COUNTY OF BELMONT, OHIO

By: Ginny Favede /s/

Ginny Favede

By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

By: Matt Coffland /s/

Matt Coffland

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: DEPARTMENT OF DEVELOPMENT UPDATE – Sue Douglass presented the board with the unemployment map for December. As a board member of the Eastern Ohio Development Alliance (EODA) she gave the media information regarding their membership drive. She encourages local businesses to network and find out information on what is happening politically. She also has available copies of the report titled “State of Shale” regarding Ohio.

**11:30 Mike Schlanz-Belmont County Connections
Re: Unemployment Update**

Mike Schlanz provided an employment report from the Connections/One-Stop Employment and Training Center. Statistics can be reviewed by going to www.ohio.lmi.com. Ohio’s unemployment rate is lower than the national average. Belmont County Unemployment Rate for December 2012 Not Seasonally Adjusted = 7.9%. For November 2012 Not Seasonally Adjusted = 6.9%. The Annual Average for 2011 compares as follows: Belmont Co. = 8.6%, Ohio = 8.6%, United States = 8.9%. Belmont County Unemployment Rate Trends are as follows: 2011 = 8.6%, 2010 = 9.8%, 2009 = 8.9%. Unemployment compensation claims have decreased from 2009 to 2012. Mr. Schlanz reported that One-Stop traffic has increased over the last several years as have employer job orders and customer resume activity. He provided a listing of job order placements and recruitment from various employers with a separate listing of Oil and Gas Job Employer Job Placements. They worked with several oil and gas businesses by providing office space for recruitment, interviews and training.

Mr. Schlanz then reported on Workforce Investment Act (WIA) Performance Measures for program year 2011 (7/1/11 – 6/30/12). WIA Area 16 encompasses Belmont, Carroll, Harrison and Jefferson Counties. They enroll participants in training programs. They have met or exceeded all performance measures. They have three (3) National Emergency Grants – Severstal Grant, Disaster (Flood Grant), and Wind Storm Grant. The Severstal Grant has Dept. of Labor funding to enroll laid off workers into training programs. It currently has 23 participants. The Flood Grant has Dept. of Labor funding for creek and stream clean-up from the 2011 Spring floods. It has created 60 plus temporary jobs. The Wind Storm Grant has Dept. of Labor funding for clean-up from 2012 wind storm damage and has created 6 temporary jobs. The website to seek jobs in Ohio is www.ohiomeansjobs.com. Ohio will brand all one-stop centers as Ohio Means Jobs. The state has 92,279 jobs posted. In St. Clairsville there are 181 jobs posted and in Martins Ferry the number is 29. The report contains a list of “Hot Jobs” and salary. The 2013 Seventh Annual Ohio Valley Job Fair will be held Wednesday, April 3 at the Ohio Valley Mall. The time is yet to be determined.

Mrs. Favede stated she requested this report because so often people stop her and ask about jobs. She wants the public to know there are jobs and to contact Mike at the Connections office. Mike said they try to advertise to get the word out but they have faced many funding cuts. Many people need their one on one service and he is hoping that state will keep the one-stops in place and increase their funding. Mr. Coffland thanked Mike for his report. He stated his appreciation for the energy and effort that he and Mike McGlumphy put into this program.

11:45 Dwayne Pielech, DJFS Director and Mike McGlumphy, WIA Area 16 Re: Business Resource Network Grant Program

Mr. Pielech and Mr. McGlumphy explained the Business Resource Network (BRN) Grant Program. Our area has been awarded \$790,000.00 to be a liaison between DJFS and small businesses. The liaison from Belmont County will be hired to work with small businesses with issues they may have regarding issues such as unemployment or workers compensation. Jefferson County Community Action Council, Inc., will be the lead with Belmont County acting as the fiscal agent. Mr. Pielech reiterated to the board that BCDJFS is merely a pass through. Mr. McGlumphy stated this is the first time that we (Area 16) have gone into a project like this. WIA Area 16 is made up of Belmont, Carroll, Jefferson and Harrison Counties. This grant issued from the Department of Labor covers six (6) Workforce Investment Areas in 16 counties. The grant runs through June 30, 2015. This will help small businesses as from a WIA stand point, it will have people going out meeting with businesses and identify their demands and needs as far as training, in order to build a workforce to put into the system. The grant was established to have a manager, administrative assistant, and four county reps; one for each of our four counties. Mr. Pielech said the next step will be to advertise for the four liaisons.

**IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT
BETWEEN BCDJFS AND JEFFERSON CO. COMMUNITY ACTION COUNCIL, INC.,
FOR THE PURPOSE OF PROVIDING HOUSING FOR THE BRN MANAGER AND
ADMINISTRATIVE ASSISTANT ON A FULL TIME BASIS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract between Belmont County Department of Job & Family Services and Jefferson County Community Action Council, Inc. effective January 30, 2013 through June 30, 2014 in an amount not to exceed \$794,425.00 of BRN Funds for the purpose of providing housing for the BRN Manager and Administrative Assistant on a full time basis.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract, entered into on this 30th day of January 2013, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) acting as the Fiscal Agent for Workforce Investment Area - 16 and Jefferson County Community Action Council, Inc (hereinafter “Contractor”), is for the purchase of the performance of the following services: Housing for the BRN Manger and Administrative assistant on a full time basis. Housing for 4 account executives as needed. Providing employee of record services for the 6 BRN staff.

I PURPOSE

The purpose of this contract is to provide housing for the BRN Manager and Administrative Assistant on a full time basis. It is anticipated that while the 4 account executives will spend some time in the “BRN Main Office” they will spend the majority of their time in the “own” counties. Housing should include availability for all 6 staff to be in the office at any given time. The Contractor will also be the employee of record for the 6 BRN staff under the grant. The BRN staff will be following all requirements of the employee of records including fringe benefits with health insurances. The

Contractor will provide administrative services for the BRN staff. Programmatic requirements will be the responsibility of the Workforce Investment Board.

II PARTIES

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services
(Fiscal Agent for Workforce Investment Area 16)
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075
- Contractor:** Jefferson County Community Action Council, Inc
114 North 4th Street
P.O. Box 130
Steubenville, OH 43952
740-282-0971

III CONTRACT PERIOD

This contract and its terms will become effective on January 30, 2013. The termination date of this contract is June 30, 2014. This contract for BRN services and may be extended for up to two additional Program Years (July 1 – June 30) based on meeting contractual performance.

IV DEFINITIONS

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

Allowable Costs

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

Services

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

BRN

Business Resource Network. A Workforce Innovation Grant awarded by DOL which includes 16 counties and 6 Workforce Investment Areas. For more information on BRN, go to www.thebrn.net.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall make available space for 6 BRN employees who will be identified by WIA-16 Workforce Investment Board. The contractor will be the Employer of records and as such will provide all benefits that are provided to other employees including medical benefits.
2. Contractor will ensure that BRN manager attends all WIB meetings and provides a review of the grant progress.
3. Contractor will ensure that BRN manager attends BRN management meetings in Canton.
4. Contractor will assist WIB with replacement personnel in the event that a replacement position is necessary. All placements are based on the approval of the WIB and COG.
5. Contractor will provide reports as requested by Provider.
6. Contractor may request draws every two weeks as needed.

B. Purchaser Responsibilities

1. Purchaser will provide readily available information that may be needed by Contractor to report program status to Area 6, and the State of Ohio as necessary.
2. Purchaser will reimburse all costs related to providing services for this contract.
3. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, and reporting and monitoring, as included in this contract.

C. Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services.

D. Reporting

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

F. Evaluation and Monitoring

For the purposes of monitoring compliance and verifying performance, Contractor agrees to permit the employees, authorized agents, or other designates of Purchaser to make on-site visits at reasonable times during the term of the Agreement; interview employees and agents of Contractor involved in the performance of the activities or services funded, directly or indirectly, under this Agreement and interview businesses in any activity or service funded, wholly or in part, under this Agreement; and, access any financial and employment records, including supporting documents, as may be clearly germane to this Agreement or any service funded, wholly or in part, under this Agreement.

Contractor also agrees to furnish Purchaser with copies or other reproductions of materials or other end products developed by Contractor in the course of the furtherance of the provisions of this Agreement at the request of and at cost to Purchaser.

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

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of BRN Fund (CFDA # 17.283). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$794,425.00 of BRN Funds** (CFDA # 17.283).

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted bi-monthly by the Contractor around the 10th day and 25th day of the month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

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

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties,

damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

Contractor shall establish safeguards which prohibits employees engaged in the procurement of goods and services or in the award and administration of contracts from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

All procurement transactions shall be conducted in a manner that provides, to the maximum extent practical, open and free competition.

Goods purchased must be necessary to the performance of the services to be performed.

Whenever possible, consideration shall be given to whether purchase or lease is the most economical and practical procurement alternative.

Contracts for services shall be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

Positive steps shall be taken to procure services, equipment, or supplies from small businesses, minority-owned firms, and women's business enterprises, whenever possible.

Preference, to the extent practicable and economically feasible, shall be given to

- 1) domestic producers or manufacturers in accordance with the provisions of the Buy American Act of 1993, as amended (41 U.S.C. 10a et seq.);
- 2) recycled products and products and services that conserve natural resources and protect the environment and are energy efficient in accordance with the provisions of the Resource Conservation and Recovery Act of 1976, as amended, (PL 94-580) and the guidelines developed by the Environmental Protection Agency found at 40 CFR Parts 247-254; and;
- 3) products dimensioned in the metric system of measurement.

Signatures:

Dwayne Pielech /s/
Dwayne Pielech
Belmont County Department of Job and Family Services
(Fiscal Agent for Workforce Investment Area 16)
310 Fox Shannon Place

2/1/13
Date

St. Clairsville, OH 43950
Barbara V. West /s/ 1-23-13 Date
 Barbara West
 CEO Jefferson County Community Action Council, Inc
 114 N 4th Street
 Steubenville, OH 43952
Dean Holtsclaw /s/ 1/24/13 Date
 WIA-16 Workforce Investment Board Chair
Dr. Thomas E. Graham /s/ 1-24-13 Date
 WIA-16 Council of Government Chair
Matt Coffland /s/ 1/30/13 Date
 Belmont County Commissioners
Charles R. Probst, Jr. /s/ 1/30/13 Date
 Belmont County Commissioners
Ginny Favede /s/ 1/30/13 Date
 Belmont County Commissioners
David K. Liberati /s/ 1-25-13 Date
 Approved as to form: Date
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of February, 2013.

 _____ COUNTY COMMISSIONERS

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

 _____ PRESIDENT
 _____ CLERK