

St. Clairsville, Ohio

July 1, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, 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. Coffland, seconded by Mrs. Favede, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-McGhee Office Supply	Supplies-Auditor/General Fund	283.30
A-MOS	Supplies-Clerk of Courts/General Fund	40.66
J-John G. Cleminshaw, Inc.	Contract services-Auditor/Real Estate Assessment Fund	26,827.50
S-AT&T	Internet Service/Eastern Ct. General Special Projects Fund	52.95
S-AT&T	Internet Service/Northern Ct. General Special Projects Fund	52.97
S-McGhee Office Supply	Office Furniture/Juv. Ct. General Special Projects Fund	3,392.20
S-Tronitech	Probate Equipment Sales/Prob. Ct. Conduct Business Fund	150.00

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for July 1, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$80,373.83
A-GENERAL/COMMON PLEAS COURT	\$762.92
A-GENERAL/EMA	\$2,288.15
A-GENERAL/ENGINEER	\$1,459.66
A-GENERAL/PROBATE	\$1,047.23
A-GENERAL/PUBLIC DEFENDER	\$554.41
A-GENERAL/SHERIFF	\$4,584.31
A-GENERAL/TREASURER	\$3,784.81
A-GENERAL/911	\$42,771.55
B-Dog Kennel	\$1,149.69
E-911 Wireless	\$252.83
H-Job & Family, Public Assistance	\$86.62; \$5,651.85
H-Job & Family, WIA	\$175.60; \$499.48
K-Engineer MVGT	\$103,827.42
M-Juvenile Ct. Title IV-E Reimb.	\$11,803.35
P-Oakview Admn. Bldg.	\$838.43
S-Certificate of Title Admn.Fund	\$1,483.35
S-District Detention Home	\$1,352.96
S-Job & Family, Children Services	\$2,844.33; \$6,369.21
S-Oakview Juvenile Residential Center	\$55,942.41
S-Port Authority	\$130.68
S-Senior Services	\$16,975.47
S-Sheriff Commissary	\$368.10
T-CDBG	\$83,319.00
U-Sheriff Reserve Account	\$99.94
W-Law Library	\$949.91

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**K00 MVGT-ENGINEERS FUND**

FROM	TO	AMOUNT
E-2813-K000-K30.013 Contract-Projects	E-2812-K000-K15.011 Contract-Services	\$15,422.16
E-2813-K000-K16.013 Contract-Projects	E-2812-K000-K15.011 Contract-Services	\$ 3,400.11

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

FROM	TO	AMOUNT
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S60.000 Maintenance	\$ 878.67
E-8010-S030-S51.002 Salary	E-8010-S030-S55.010 Supplies	\$ 3,200.00
E-8010-S030-S51.002 Salary	E-8010-S030-S59.000 Fuel/Utilities	\$ 2,000.00
E-8010-S030-S51.002 Salary	E-8010-S030-S58.000 Communications	\$ 500.00
E-8010-S030-S51.002 Salary	E-8010-S030-S63.000 General	\$ 2,000.00

**S70 BELMONT COUNTY SENIOR PROGRAMS FUND**

FROM	TO	AMOUNT
E-5005-S070-S03.004 Workers Comp	E-5005-S070-S13.000 Unemployment Comp	\$125.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 1, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows: BCDJFS-Jim Kapolka and Bernie Brandon to Cambridge on July 21, 2015 for initial investigation. Jim Kapolka to Columbus on August 4-6 for Elder Abuse Training/Case Planning. COMMISSIONERS-Commissioner Favede and Thomas to Charlotte, NC on July 10-13, 2015 for NaCO Conference. SSOBC-Senior Centers of Belmont County to travel to Hartville, OH on August 6, 2015.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Coffland, seconded by Mr. Favede to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 20 and May 27, 2015.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR THE BELMONT HARRISON MONROE MENTAL HEALTH AND RECOVERY BOARD**

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN-MILL LIMITATION**

**WHEREAS**, The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for a replacement levy in excess of such rate.

**BE IT RESOLVED** by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a replacement tax in excess of the ten mill limitation for the benefit of Belmont County, Ohio for the purpose of: *Providing mental health and addiction services to the residents of Belmont County being a replacement of a portion of an existing levy, being a reduction of 0.25 mill at a rate not exceeding 1.25 mills for each one dollars of valuation, which amounts to twelve and one-half (.125) cents for each one hundred dollars in valuation, for a period of ten (10) years, commencing with tax list year 2015 (Ohio Revised Code Section 5705.221).*

**BE IT FURTHER RESOLVED**, that the question of levying the replacement taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 3rd day of November 2015; and;

**BE IT FURTHER RESOLVED**, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof; and;

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

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

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

In Witness Whereof, the following have executed this instrument this 1st, day of July, 2015

<u>Mark A. Thomas /s/</u>	<u>Ginny Favede /s/</u>	<u>Matt Coffland /s/</u>
Mark A. Thomas, President	Ginny Favede, Vice-President	Matt Coffland

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN MILL LIMITATION/0.35 MILL REPLACEMENT FOR CHILDREN SERVICES**

**RESOLUTION DECLARING IT NECESSARY TO LEVY A REPLACEMENT TAX IN EXCESS OF THE TEN-MILL LIMITATION**

**WHEREAS**, The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for a replacement levy in excess of such rate.

**BE IT RESOLVED** by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, two-thirds of all members elected thereto concurring, that it is necessary to levy a replacement tax in excess of the ten mill limitation for the benefit of Belmont County, Ohio for the purpose of:

*Supplementing appropriations for the support of Children Services and the care and placement of children of Belmont County, at a rate not to exceed (0.35) thirty-five hundredths of a mill for each one dollar of valuations, which amounts to three and one half cents (3 ½¢) for each one hundred dollars of valuation commencing in 2015 first due in calendar year 2016, for a period of ten (10) years (Ohio Revised Code Section 5705.24) and;*

**BE IT FURTHER RESOLVED**, that the question of levying the replacement taxes be submitted to the Board of Elections of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the 3rd day of November 2015; and;

**BE IT FURTHER RESOLVED**, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if majority of the electors voting thereon vote in favor thereof; and;

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

July 1, 2015

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

Mrs. Favede Yes  
Mr. Coffland Yes  
Mr. Thomas Yes

In Witness Whereof, the following have executed this instrument this 1st day of July 2015.

Mark A. Thomas /s/  
Mark A. Thomas, President  
Ginny Favede /s/  
Ginny Favede, Vice-President  
Matt Coffland /s/  
Matt Coffland

**IN THE MATTER OF APPROVING THE PARTIAL RELEASE OF  
MORTGAGE FOR EASTERN OHIO HOUSING DEVELOPMENT CORP./  
CHIP GRANT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign the Partial Release of Mortgage for Eastern Ohio Housing Development Corporation, former CHIP grant recipient, relative to the mortgage dated September 17, 2014, and recorded in Volume 0512, Page 800-803 of the Official Records of Belmont County, Ohio, based upon the recommendation of Rick Healy, Belomar Regional Council; this releases Tract Two (parcel # 32-03596.000 and Tract Three, (parcel # 32-03684.000) from the mortgage.

**PARTIAL RELEASE OF MORTGAGE**

For valuable consideration paid, the undersigned hereby releases and discharges the following described real property from the operation of a certain Mortgage from Eastern Ohio Housing Development Corporation to Belmont County Commissioners dated the 17th day of September, 2014, and recorded in Volume 0512, Page 800-803 of the Official Records of Belmont County, Ohio:

See Attached Exhibit A

In all other respects, the above-described mortgage shall remain in full force and effect with respect to all remaining parcels.  
Executed this 1st day of July, 2015.

**Belmont County Commissioners**

By: Mark A. Thomas /s/  
**Mark A. Thomas**  
Ginny Favede /s/  
**Ginny Favede**  
Matt Coffland /s/  
**Matt Coffland**

STATE OF Ohio, COUNTY OF Belmont SS:

The foregoing instrument was acknowledged before me this 1st day of July, 2015, by **Matt Coffland, Ginny Favede,** and **Mark A. Thomas, Belmont County Commissioners**, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed

Jayne Long /s/  
**Notary Public**

My Commission Expires:

October 3, 2017

This Instrument Prepared By: David K. Liberati, Esq., Assistant Prosecuting Attorney, Belmont County

**LEGAL DESCRIPTION**

**TRACT TWO**

Description for the resurvey of the Bellaire Trucking Company Tract Two (Tax Parcel #32-03596.000) recorded in Volume 608, Page 568. SITUATED in the Township of Richland, County of Belmont, State of Ohio, and being a part of the Northwest Quarter of Section 26, Township 7, Range 4.

COMMENCING at an iron pin found in County Road 80 at the northwest corner of Section 26.

Thence with the west line of Section 26, S. 01 deg. 48' 53" W. 890.36 feet to a point in County Road 80 at the STARTING POINT for the tract to be herein described;

Thence leaving the Section line and with the south line of the Bellaire Trucking Company Tract One recorded in Volume 608, Page 568, S. 88 deg. 37' 31" E. 37.26 feet to an iron pin found;

Thence continuing with said line S. 88 deg. 37' 31" E. 143.44 feet to an iron pin found;

Thence with the common line of the R & F Coal Company tract recorded in Volume 684, Page 438, S. 01 deg. 22' 29" W. 424.21 feet to an iron pin set;

Thence continuing with said line S. 01 deg. 22' 29" W. 20.00 feet to a point in Township Road 272;

Thence with said Township Road and the common line of the R & F Coal Company tract recorded in Volume 684, Page 439, N. 89 deg. 13' 06" W. 184.14 feet to a point on the west line of Section 26 in County Road 80 (from which an iron pin found at the southwest corner of the northwest quarter of Section 26 bears S. 01 deg. 48' 53" W. 1317.40 feet);

Thence with the section line and the east line of the R & F Coal Company Tract recorded in Volume 684, Page 1 and the Board of Belmont County Commissioners' tract recorded in Volume 705, Page 608, N. 01 deg. 48' 53" E. 446.13 feet to the STARTING POINT.

CONTAINING 1.8642 acres.

Bearings are based on grid north of the Ohio Coordinate System South Zone and all iron pins set are % inch rebar capped T. W. Taylor 7053.

This description was prepared by Thomas Wayne Taylor, Registered Surveyor 7053, September 21, 1996.

Prior Instrument References: Deed Volume 608, Page 568, Tract Two  
Deed Volume 750, Page 864  
Deed Volume 750, Page 873  
Deed Volume 754, Page 935

**TRACT THREE**

Description for 0.5096 acre (Tax Parcel #32-03684.000) out of the remaining 68.0128 acre R & F Coal Company tract recorded in Volume 684, Page 439, RF TRACT 36.

SITUATED in the Township of Richland, County of Belmont, State of Ohio and being a part of the Northeast Quarter of Section 26, Township 7, Range 4.

COMMENCING at an iron pin found in County Road 80 at the northwest corner of Section 26;

Thence with the west line of Section 26, S. 01 deg. 48' 53" W. 890.36 feet to a point in County Road 80;

Thence leaving the section line and with the line dividing the Bellaire Trucking Company Tract One and Tract Two recorded in Volume 608, Page 568, S. 88 deg. 37' 31" E. 37.26 feet to an iron pin found;

Thence continuing with said line S. 88 deg. 37' 31" E. 143.44 feet to an iron pin found at the STARTING POINT for the tract to be herein described;

Thence continuing with the South line of the Bellaire Trucking Company Tract One S. 88 deg. 37' 31" E. 50.00 feet to an iron pin set;

Thence through the R & F Coal Company tract recorded in Volume 684, Page 439, RF TRACT 36, S. 01 deg. 22' 29" W. 423.6 feet to an iron

pin set;

Thence continuing S. 01 deg. 22' 39" W. 20.00 feet to a point in Township Road 272;  
Thence with said Township Road N. 89 deg. 13' 05" 50.00 feet to a point in said road at the southeast corner of the  
Bellaire Trucking Company Tract Two recorded in Volume 608, Page 568;  
Thence with the east line of said tract N. 01 deg. 22' 29" E. 20.00 feet to an iron pin set;  
Thence continuing with said line N. 01 deg. 22' 29" E. 424.21 feet to the STARTING POINT.  
CONTAINING 0.5096 acre.

Bearings are based on grid north of the Ohio Coordinate System South Zone and all iron pins set are 3/4 inch rebar capped T. W. Taylor 7053.  
This description was prepared by Thomas Wayne Taylor Registered Surveyor 7053, September 21, 1996.

Prior Instrument References: Deed Volume 684, Page 439  
RF TRACT 36, Tract One, Parcel One  
Deed Volume 750, Page 873  
Deed Volume 754, Page 935

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER APPROVING CONTRACT BETWEEN  
BELMONT CO. DEPARTMENT OF JOB & FAMILY SERVICES AND  
BELMONT COUNTY COMMUNITY ACTION COMMISSION FOR THE  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) YOUTH PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign the Purchase of Performance of Services Contract between the Belmont County Department of Job & Family Services and the Belmont County Community Action Commission for the Workforce Innovation and Opportunity Act (WIOA) Youth Program for the period of July 1, 2015 through June 30, 2016, in the amount not to exceed sixty-five thousand dollars (\$65,000).

*Note: The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; and Adult Mentoring for eligible In-School Youth and Out-of-School Youth.*

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

**Whereas**, this contract, entered into on this 1<sup>st</sup> day of July, **2015**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Development Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2015 (7/1/15 – 6/30/16). These services are three of the fourteen elements for youth required by the WIOA. The Purchaser has agreed to provide WIOA Youth Funds (CFDA # 17.259) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program, and to assist the youth in gaining employment and further education. Eligible youth are those eligible for the WIOA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
310 Fox Shannon Place  
St. Clairsville, OH 43950  
740-695-1075

**Contractor:** The Community Action Commission of Belmont County  
153 ½ West Main Street  
St. Clairsville, OH 43950  
740-695-0293

**III CONTRACT PERIOD**

This contract and its terms for Program Year 2015 will become effective on July 1, 2015. The termination date of this contract is June 30, 2016. This contract may be renewed for up to two (2) additional Program Years based upon contractual review and performance review by the Purchaser and as approved by Workforce Development Area 16 Workforce Development Board.

**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.

Basic Skills Deficient

A youth who has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test or who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

Attending School

An individual who is enrolled and/or attending secondary or postsecondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at time of enrollment is:

- a. Not attending any school;
- b. Not younger than 16 or older than age 24; and
- c. Has one or more of the following barriers:
  - A school dropout;
  - A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.
  - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
  - An individual who is subject to the juvenile or adult justice system;
  - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program, or in an out-of-home placement;
  - An individual who is pregnant or parenting;
  - A youth who is an individual with a disability; or

- A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

#### Out-of School Priority

For any program year, not less than 75 percent of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

#### In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than 14 or (unless an individual with a disability who is attending school under state law) older than age 21;
- c. Is a low-income individual; and
- d. Has one or more of the following barriers:
  - Basic skills deficient;
  - An English language learner;
  - An offender;
  - A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in section 725 (2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care independence Program, or in an out-of-home placement;
  - Pregnant or parenting;
  - An individual with a disability; or
  - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

#### 5% Limitation of In-School Youth Eligibility

Not more than five (5) percent of in-school may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

#### Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment, and has received or is receiving at least one program element and is the point at which the individual is to be included in calculations for performance measures.

#### Work Experience

Work Experience may take place in the private for profit sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing; and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce preparation activities and workforce training. This element describes how workplace preparation activities, basic academic skills, and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. Not less than 20 percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience, including wages and staff costs for the development and management of work experience, and report such expenditures as part of the local WIOA youth financial reporting.

#### Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

#### Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust.

Adult mentoring is provided for the period of participation and a subsequent period, for a total of not less than 12 months.

#### Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

#### Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

#### Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

#### Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

#### Military Service

Reporting for active duty.

#### Performance

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

#### Proportional payment

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

#### Services

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

#### WIOA

WIOA is the Workforce Innovation and Opportunity Act.

## **V SCOPE OF WORK**

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

### **A. Contractor Responsibilities**

1. Contractor shall make available Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth.
2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security,

- FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
  6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
  7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
  8. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
  9. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
  10. Contractor may refer potential participants to the Purchaser for eligibility determination.
  11. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIOA Youth or One-Stop activities.
  12. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives.
  13. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
  14. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
  15. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. Purchaser will ensure that all participants are eligible for services pursuant to WIOA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Service Requirements**

The goal of the WIOA youth program is to assist youth in making a successful transition to employment and further education. The Contractor shall provide Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per IV. DEFINITIONS:

- Adult Mentoring: One-to-one supportive relationship between an adult and a youth that is based on trust. Adult mentoring is provided for the period of participation and a subsequent period, for a total of not less than 12 months.
- Leadership Development Opportunities: Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- Work Experience: Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupation education.
- Recruitment: The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

**D. Contractual Performance Standards**

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

**Performance Standards**

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of work site employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey.**
4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
5. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.**
6. **Fifty one percent (51%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
7. **Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the contractor.**
8. **The Contractor must spend not less than 75% (\$48,750.00) of the funds allocated under this contract on out-of- school youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
9. **The Contractor must not spend less than \$31,000.00 of the funds allocated under this contract on work experience. The \$31,000.00 may include participant work experience wages and Contractor's staff costs for the development and management of work experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
10. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of the month.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following: a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference XXIII Termination and XXIV Breach of Contract).

**Contractual Reviews**

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

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract.

Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed \$ 65,000.00 in WIOA Youth Funds (CFDA # 17.259). Not less than 75% (\$48,750.00) of the contract amount must be spent on Out-of-School Youth served under Work Experience, Adult Mentoring and/or Leadership Development Opportunities. Not less than \$31,000.00 of the contract amount must be spent on Work Experience for In-School Youth and Out-of-School Youth which includes participant wages and staffing costs for the development and management of Work Experience. The \$48,750.00 and \$31,000.00 expenditure requirements are mutually exclusive, and both expenditure requirements fall under the contract amount of \$65,000.00.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

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

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

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

The following cost schedule is based upon performing the services herein described for u Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

<b>ACTIVITY</b>	<b>TOTAL COST</b>
Administrative Staff Wages and Fringes	\$7,746
Operating Staff Wages and Fringes	\$35,378
Participant Wages and Fringes	\$12,663
Operating Expenses	\$7,031
Administrative Expenses	\$2,182
<b>TOTAL COST:</b>	<b>\$65,000</b>
<b>MAXIMUM WIOA AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$65,000</b>

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

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage 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 Development 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 Development 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 Development Area 16 Workforce Development 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 Development Area 16 Workforce Development 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, 90Stat. 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 part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**XLI PROCUREMENT**

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

**SIGNATURES**

<i>Vince Gianageli /s/</i>	7/1/15
_____	_____
<b>Vince Gianangeli, Director</b> <b>Belmont County Department of Job and Family Services</b>	<b>Date</b>
<i>Mark A. Thomas/s/</i>	7/1/15
_____	_____
<b>Mark A. Thomas, Belmont County Commissioner</b>	<b>Date</b>
<i>Ginny Favede /s/</i>	7/1/15
_____	_____
<b>Ginny Favede, Belmont County Commissioner</b>	<b>Date</b>
<i>Matt Coffland /s/</i>	7/1/15
_____	_____
<b>Matt Coffland, Belmont County Commissioner</b>	<b>Date</b>

Gary Obloy /s/

7/1/15

**Gary Obloy**  
**Community Action Commission of Belmont County**

**Date**

David K. Liberati /s/

6/30/15

**Approved as to form:**  
**Belmont County Prosecutor**

**Date**

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF THE TITLE IV-D CONTRACT BETWEEN BELMONT CO. CHILD SUPPORT ENFORCEMENT AGENCY AND JUVENILE COURT TO PROVIDE FUNDING FOR THE JUVENILE COURT MAGISTRATE'S POSITION**

Motion made by Mr. Coffland, seconded by Mrs. Favede, 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 Juvenile Court, effective July 1, 2015 through June 30, 2016 in the total amount of \$47,856.02 of which 66% is Federal funds and 34% is the local share.

*Note: This contract provides funding for the Juvenile Court Magistrate's position.*

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING CO.FOR ENGINEER'S PROJECT 15-3 BEL-CR10-20.22 BRIDGE REPLACEMENT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into contract with Ohio-West Virginia Excavating Co. in the amount of \$948,283.00 for the Belmont County Engineer's Project 15-3 BEL-CR 10-20.22 BRIDGE REPLACEMENT, based upon the recommendation of Fred Bennett, County Engineer.

*Note: 80% funded by Federal Highway Administration and 20% funded by O.P.W.C.*

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS  
 PROJECT 15-3 BEL-CR 10-20.22 BRIDGE REPLACEMENT  
 PID 79463  
 FPN E 050(750)  
 OPWC – DRS03  
 BELMONT COUNTY, OHIO**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS CONTRACT, made and entered into this 1st day of July, 2015 between the **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, OH 43942 and Mark A. Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all service, labor, material and equipment necessary to remove an existing 3 span concrete arch bridge and replace with a new 3 span concrete slab bridge, in accordance with the bid document, crossing over Wheeling Creek on County Highway 10 (Barton-Blaine Road) and other work described in the bid documents.

All work must be completed within 185 calendar days after award of project.

All work, materials and equipment shall meet the State of Ohio Department of Transportation Construction and Material Specifications, 2013 edition.

QUAN.	ITEM	DESCRIPTION	ITEMIZED PROPOSAL	
			UNIT PRICE BID	TOTAL AMOUNT BID
		<b>ROADWAY</b>		
LUMP SUM	201	CLEARING AND GRUBBING	\$8,500.00	\$8,500.00
250 FT	202	GUARDRAIL REMOVED	\$3.00	\$750.00
45 FT	202	PIPE REMOVED 24" AND UNDER	\$15.00	\$675.00
1,988 SQ YD	202	PAVEMENT REMOVED, ASPHALT	\$6.00	\$11,928.00
572 FT	202	FENCE REMOVED	\$2.00	\$1,144.00
604 CY	203	EXCAVATION	\$16.00	\$9,664.00
2,019 CY	203	EMBANKMENT	\$15.50	\$31,294.50

QUAN.	ITEM	DESCRIPTION	ITEMIZED PROPOSAL	
			UNIT PRICE BID	TOTAL AMOUNT BID
2 HR	204	PROOF ROLLING	\$125.00	\$250.00
25 CY	204	EXCAVATION OF SUBGRADE	\$40.00	\$1,000.00
25 CY	204	GRANULAR MATERIAL,TYPE C	\$100.00	\$2,500.00
20 SQ YD	204	GEOTEXTILE FABRIC	\$2.00	\$40.00
2,959 SQ YD	204	SUBGRADE COMPACTION	\$1.65	\$4,882.35
212.50 FT	606	GUARDRAIL, TYPE MGS	\$17.00	\$3,612.50
2 EACH	606	ANCHOR ASSEMBLY, MGS TYPE A	\$1,100.00	\$2,200.00
2 EACH	606	ANCHOR ASSEMBLY, MGS TYPE T	\$750.00	\$1,500.00
4 EACH	606	MGS BRIDGE TERMINAL ASSEMBLY, TYPE 1	\$2,200.00	\$8,800.00
		<b>EROSION CONTROL</b>		
260 CY	601	ROCK CHANNEL PROTECTION, TYPE A, WITH FILTER	\$65.00	\$16,900.00
2 CY	601	ROCK CHANNEL PROTECTION, TYPE C, WITH FILTER	\$65.00	\$130.00
LUMP SUM	659	SEEDING AND MULCHING , AS PER PLAN	\$3,200.00	\$3,200.00
1,241 SQ YD	670	SLOPE EROSION PROTECTION	\$2.75	\$3,412.75
LUMP SUM	832	STORM WATER POLLUTION PREVENTION PLAN	\$3,000.00	\$3,000.00
15,000 EACH	832	EROSION CONTROL	\$1.00	\$15,000.00
		<b>DRAINAGE</b>		
0.92 CY	602	CONCRETE MASONRY	\$950.00	\$874.00
264 FT	605	AGGREGATE DRAINS	\$15.00	\$3,960.00
100 FT	811	6" CONDUIT, TYPE F	\$12.00	\$1,200.00
100 FT	811	8" CONDUIT, TYPE E	\$14.00	\$1,400.00
80 FT	811	24" CONDUIT, TYPE A	\$82.00	\$6,560.00
		<b>PAVEMENT</b>		
301 CY	301	ASPHALT CONCRETE BASE, PG64-22	\$190.00	\$57,190.00
470 CY	304	AGGREGATE BASE	\$85.00	\$39,950.00
106 GAL	407	TACK COAT FOR INTERMEDIATE COURSE	\$4.00	\$424.00
1,055 GAL	408	PRIME COAT	\$4.50	\$4,747.50
96 CY	411	STABILIZED CRUSHED AGGREGATE	\$100.00	\$9,600.00
128 CY	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	\$195.00	\$24,960.00
92 CY	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$215.00	\$19,780.00
		<b>TRAFFIC CONTROL</b>		
15 EACH	626	BARRIER REFLECTOR	\$4.00	\$60.00
26 FT	630	GROUND MOUNTED SUPPORT, NO. 3 POST	\$10.00	\$260.00
12.5 SQ FT	630	SIGN, FLAT SHEET	\$20.00	\$250.00
7 EACH	630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	\$13.00	\$91.00
1 EACH	630	REMOVAL OF GROUND MOUNTED SIGN AND REERECTION	\$45.00	\$45.00
8 EACH	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	\$13.00	\$104.00
0.42 MILE	642	EDGE LINE, 4"	\$3,700.00	\$1,554.00
0.20 MILE	642	CENTER LINE	\$6,500.00	\$1,300.00
		<b>STRUCTURE</b>		
LUMP SUM	202	STRUCTURE REMOVED OVER 20 FOOT SPAN	\$26,000.00	\$26,000.00
LUMP SUM	503	COFFERDAMS AND EXCAVATION BRACING	\$8,000.00	\$8,000.00
LUMP SUM	503	UNCLASSIFIED EXCAVATION, AS PER PLAN	\$21,500.00	\$21,500.00
LUMP SUM	505	PILE DRIVING EQUIPMENT MOBILIZATION	\$3,500.00	\$3,500.00
340 FT	507	STEEL PILES HP 10X42, DRIVEN	\$17.00	\$5,780.00
415 FT100	507	STEEL PILES HP 10X42, FURNISHED	\$25.00	\$10,375.00

QUAN.	ITEM	DESCRIPTION	ITEMIZED PROPOSAL	
			UNIT PRICE BID	TOTAL AMOUNT BID
420 FT	507	STEEL PILES HP 12X53, DRIVEN	\$16.00	\$6,720.00
480 FT	507	STEEL PILES HP 12X53, FURNISHED	\$32.00	\$15,360.00
264 FT	507	PREBORED HOLES	\$45.00	\$11,880.00
152 FT	SPECIAL	PILE ENCASEMENT	\$60.00	\$9,120.00
81,696 POUNDS	509	EPOXY COATED REINFORCING STEEL	\$1.15	\$93,950.40
377 CY	511	CLASS QC2, SUPERSTRUCTURE	\$780.00	\$294,060.00
70 CY	511	CLASS QC1 CONCRETE, ABUTMENT INCLUDING FOOTING	\$710.00	\$49,700.00
162 SQ YD	512	SEALING OF CONCRETE SURFACES (EPOXY-URETHANE)	\$16.50	\$2,673.00
60 SQ FT	516	½" PREFORMED EXPANSION JOINT FILLER	\$3.00	\$180.00
96 SQ FT	516	1" PREFORMED EXPANSION JOINT FILLER	\$4.00	\$384.00
79 FT	516	INTEGRAL ABUTMENT EXPANSION JOINT SEAL	\$32.00	\$2,528.00
271.20 FT	517	RAILING (TWIN STEEL TUBE)	\$150.00	\$40,680.00
LUM SUM	518	POROUS BACKFILL WITH FILTER FABRIC	\$8,500.00	\$8,500.00
118 FT	518	6" PERFORATED CORRUGATED PLASTIC PIPE	\$10.00	\$1,180.00
52 FT	518	6" NON-PERFORATED CORRUGATED PLASTIC PIPE, INCLUDING SPECIALS	\$10.00	\$520.00
		<b>GENERAL</b>		
LUMP SUM	614	MAINTAINING TRAFFIC	\$6,500.00	\$6,500.00
LUMP SUM	623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	\$4,500.00	\$4,500.00
LUMP SUM	624	MOBILIZATION	\$20,000.00	\$20,000.00
		TOTAL		\$948,283.00

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners and the Ohio Department of Transportation for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

Mr. Coffland Yes  
Mrs. Favede Yes  
Mr. Thomas Yes

OHIO-WEST VIRGINIA EXCAVATING COMPANY

BY: W. Roger Lewis /s/

**IN THE MATTER OF APPROVING  
THE PURCHASE AUTHORIZATION FOR SIMPLEXGRINNELL  
FOR QUARTERLY WET SPRINKLER TEST & INSPECTION AND  
ANNUAL BACKFLOW TEST/BELMONT COUNTY JAIL**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign the Purchase Authorization for SimplexGrinnell to renew the Quarterly Wet Sprinkler Test & Inspection and Annual Backflow Test agreement for the Belmont County Jail in the amount of \$1,171.40, effective July 1, 2015 to June 30, 2016.

Upon roll call the vote was as follows:

Mr. Coffland Yes  
Mrs. Favede Yes  
Mr. Thomas Yes

**IN THE MATTER OF ENTERING EXECUTIVE SESSION  
AT 9:30 A.M.**

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

Upon roll call the vote was as follows:

Mr. Coffland Yes  
Mrs. Favede Yes  
Mr. Thomas Yes

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to exit executive session.

Upon roll call the vote was as follows:

Mr. Coffland Yes  
Mrs. Favede Yes  
Mr. Thomas Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

July 1, 2015

July 1, 2015

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:15 a.m.  
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Read, approved and signed this 8<sup>th</sup> day of July, 2015.

Mark A. Thomas /s/\_\_\_\_\_

Matt Coffland /s/\_\_\_\_\_ COUNTY COMMISSIONERS

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

We, Mark Thomas 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.

Mark A. Thomas /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK