

St. Clairsville, Ohio

July 11, 2012

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

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-Bauknecht-Altmeier Funeral Home	Indigent Burial-Veteran's Office/General Fund	1,000.00
A-Conference Call.com	Calls for Death Penalty Task Force/General Fund	528.12
A-Connie Pollock	Reimburse travel expenses-Common Pleas Ct./General Fund	46.20
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Judge John M. Solovan, II	Reimburse travel expenses/General Fund	206.70
A-Megan Banker	Reimburse seminar expenses/General Fund	23.04
A-Michael W. Kinter	Reimburse travel expenses/General Fund	160.00
A-PHSI Pure Water Finance	Water-Common Pleas/General Fund	50.00
A-Redwood Toxicology	Drug Testing/General Fund	\$1,562.40
A-Treasurer of State of Ohio (Then & Now)	Audit Fees/General Fund	34,253.80
B-Allied Waste Services	Misc. utilities/Dog Kennel Fund	341.12
P-Chambers, Murphy & Burge Restoration, Ltd.	Services/Historic Sheriff Residence Construction Project Fund	1,185.13
S-Belco Works, Inc.	Shredding/Certificate of Title Admn. Fund	24.31
S-Crystal Springs	Water/Eastern Ct. - General Special Projects Fund	48.43
S-Francotyp-Postalia, Inc.	Lease payment/Northern Ct. General Special Projects Fund	551.40
S-Simplex Grinnell	Program Supplies/Oakview Juvenile Residential Center Fund	16,740.78
S-Staples	Supplies/Northern Ct. General Special Projects Fund	286.79
S-TSG	Remote Data Backup & Vaulting/Northern Div. Ct. Computer Fund	134.58
T-Chase Bank	CDBG Grant	218,089.00
W-Delinquent Tax Collectors of Ohio	Delinquent MH tax collection/DRETAC Treasurer's Office	4,084.78

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 July 11, 2012 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$2,033.93; \$432.74; \$39,484.40; \$9,898.78
A-GENERAL/AUDITOR	\$2,196.39
A-GENERAL/JUVENILE COURT	\$2,036.02
A-GENERAL/SHERIFF	\$24,791.05
H-Job & Family, Public Assistance	\$6,000.00; \$64,691.73
H-Job & Family, WIA	\$25,635.27
K-Engineer MVGT	\$2,475.76; \$34,288.93; \$219,203.55
M-Juvenile Ct. - Care and Custody	\$226.52
M-Juvenile Ct. - Title IV-E Reimb.	\$133.11
M-Juvenile Ct. - Truant Officer Grant	\$56.70
P-Oakview Bldg.	\$855.09
S-Clerk of Courts Computer Fund	\$685.00
S-District Detention Home	\$9,751.29
S-Job & Family, Children Services	\$32,691.89
S-Job & Family, Senior Program	\$5,146.16; \$17,038.10
S-Juvenile Ct. Computer Fund	\$9.99
S-Juvenile Ct.-Gen. Special Projects	\$691.37
S-Oakview Juvenile Residential Center	\$4,891.72
S-Port Authority	\$914.80; \$5,273.55
S-Sheriff CCW	\$2,870.00
S-Sheriff Commissary	\$1,315.48
W-Law Library	\$2,833.84

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/BOARD OF ELECTIONS

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0181-A003-A10.004 Workers' Comp	E-0181-A003-A02.000 Poll Workers-Salaries	\$ 3,453.82

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS PUBLIC ASSISTANCE FUND

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer within fund for the BCDJFS Public Assistance Fund.

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	E-2510-H000-H07.000 Purchase of Service	\$ 200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR N27 NEFFS SANITARY SEWER FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the N27 Neffs Sanitary Sewer Fund.

FROM	TO	AMOUNT
E-9027-N027-N06.055 Materials	E-9027-N027-N02.055 Projects	\$ 20,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
SSD#2	SSD#2	
E-3705-P053-P15.000 OE Oper	E-3705-P053-P12.000 Travel & Exp.	\$ 200.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT CO. SENIOR PROGRAMS FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the Belmont Co. Senior Programs Fund.

FROM	TO	AMOUNT
E-5005-S070-S10.000 Facilities	E-5005-S070-S07.010 Supplies	\$ 30,000.00
E-5005-S070-S08.000 Travel	E-5005-S070-S07.010 Supplies	50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE BELMONT COUNTY GENERAL FUND AND DISTRICT DETENTION HOME FUND S33

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between the Belmont County General Fund and the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0051-A001-A33.000 Dist Detention Home (3 rd quarter monies for 2012)	R-0910-S033-S20.574 Transfers In	\$115,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of June, 2012, first billing..

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004003 Transfers In	138.42
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD#2 04004003 Transfers In	104.55
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004003 Transfers In	143.85
E-3711-T010-T04.074 WSGDF Transfer Out	R-3707-P056-P08.574 SSD#3B 07004003 Transfers In	<u>16.56</u>
TOTAL		403.38

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF JUNE AND JULY, 2012**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of June and July, 2012.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,367.52
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	79.56
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	0.00
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	55.44
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	39.78
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	411.66
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	27.72
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	115.74
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	83.16
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	55.44
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	55.44
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	39.78
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	4.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	33.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	3.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	7.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	0.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	16.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	18.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	150.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	129.36
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	107.28
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	412.20
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.26
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	206.10
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	110.80

E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	375.04
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	92.04
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	71.84
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.32
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.36
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	138.60
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	315.18
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
TOTAL		8,558.46

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF JUNE AND JULY 2012**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of June and July, 2012.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,849.20
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	281.16
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	205.76
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	140.58
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	14.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	11.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	25.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	0.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	116.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	57.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	65.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	784.26
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	200.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,457.24
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	102.88
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	497.14
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-	102.88

	Y07.500	
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	205.76
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	140.58
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	0.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	384.04
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,515.72
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	397.12
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,342.84
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	332.20
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	258.84
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	55.44
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	20.68
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	514.40
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	308.64
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,155.64
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00
TOTAL		28,591.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF JUNE AND JULY 2012**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of June and July 2012.

FROM	TO	AMOUNT
E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	29,742.77
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	597.72
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,576.04
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,527.54
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	217.12
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	625.82
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	217.12

E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	434.24
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	0.00
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	298.86
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	298.86
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	163.48
E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	8,907.04
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	21,153.08
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	2,209.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	23.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	19.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y08.500	42.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y08.500	0.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y08.500	192.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y08.500	95.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y08.500	108.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y08.500	350.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,281.86
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	217.12
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	462.34
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	298.86
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	217.12
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	707.60
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,388.76
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	568.54
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	443.18
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	94.42
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	35.18
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	217.12
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	434.24
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	298.86
E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	651.36
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y08.500	5,904.56
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	828.89
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,226.12
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
TOTAL		87,074.58

Upon roll call the vote was as follows:

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

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 11, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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:

DJFS SENIOR PROGRAM – Lawrence Wehr, Linda Wells & Senior Members to travel to Wheeling Island on July 11, 2012; to Caldwell, OH, on July 12, 2012; and Rogers, OH, on July 27, 2012, for Barnesville Senior Center outings.

Jack Irwin, Daisy Braun & Senior Members to travel to Moundsville, WV, on July 5, 2012, for St. Clairsville Senior Center outing. Estimated expenses: \$88.00

Bradley Bruce, Donna Steadman & Senior Members to travel to Oglebay Park, WV, on June 27, 2012; to Kidron, OH on July 2, 2012; and Scio, OH, on July 27, 2012, for Centerville Senior Center outings.

Joe Ciappi (Volunteer) and Senior Members to travel to Wheeling Fireworks, Wheeling, WV, on July 4 and again Aug. 24, 2012, for a Bellaire Senior Center outing.

Sue Hines and Senior Members to travel to The Highlands, Triadelphia, WV, on July 5, 2012, for a Bethesda Senior Center outing.

Patricia Kinney, Floyd Culbertson & Senior Members to travel to Zanesville, OH, on July 12, 2012, for a Flushing Senior Center outing.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CHANGES TO REGULAR MEETING OF BOARD OF COMMISSIONERS, TIME & PLACE, ON JULY 18, 2012

Motion made by Mrs. Favede, seconded by Mr. Coffland to convene the regular meeting of the Board of Commissioners of July 18, 2012 at **9:30 a.m., at the Courthouse** and to **reconvene at 11:00 a.m. at the VIP Pavilion located on the Jamboree In The Hills site, 43510 National Rd., Morristown**, and to notify the media of the same.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE VERBAL RESIGNATION OF WESTERN DIVISION COURT EMPLOYEE, DANA ROSCOE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the verbal resignation of Western Division Court employee, Dana Roscoe, effective June 29, 2012, based upon the written notification of Clerk Rosalee J. Ralston.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE VICE-PRESIDENT OF THE BOARD TO EXECUTE THE QUARTERLY SUBGRANT REPORT FOR THE SHERIFF'S PERSONAL CRIMES INVESTIGATOR

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize the Vice-President of the Board, Ginny Favede, to execute the Quarterly Subgrant Report for the Belmont County Sheriff's Personal Crimes Investigator, Subgrant No. 2011-WF-VA2-8412 for the Period Ending Date: 6/30/2012; Payment Request: \$10,211.36.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN AS PREPARED BY MAXIMUS CONSULTING SERVICES, INC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Certificate of County-Wide Cost Allocation Plan** for Belmont County ending December 31, 2011 as prepared by Maximus Consulting Services, Inc.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan which establishes the allowable costs that can be charged back to departments with funding sources outside the general fund.

BELMONT COUNTY, OHIO

CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Consulting Services, Inc.**, and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal to establish cost allocations or billings for the year ended December 31, 2011 are allowable in accordance with the requirements of *OMB Circular A-87, "Cost Principles for State and Local Governments,"* and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature	<u>Matt Coffland /s/</u>
Print Name	<u>Ginny Favede, Matt Coffland</u>
Title	<u>Belmont County Commissioners</u>
Date of Execution	<u>7/11/12</u>

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TRANSFER OF MONIES FROM THE GENERAL FUND TO THE DISTRICT DETENTION HOME FUND FOR THE 3RD QUARTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the transfer of \$115,000.00 from the Belmont County General fund to the S33 District Detention Home fund for 3rd quarter 2012 expenses.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CURRENT HELP ME GROW CONTRACT-EARLY START COMPONENT WITH THE BELMONT CO. CAC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the current **Help Me Grow Contract-Early Start Component with the Belmont County Community Action Commission**, on behalf of the Belmont County Department of Job & Family Services, to increase the contract in the amount of \$19,754.00 retroactive to June 1, 2012 through June 30, 2012; total contract not to exceed \$179,789.00.

Amendment to Help Me Grow Contract, Early Start Component

Article III, Section A (page 1) of the SFY 2012 contract currently reads as follows: "Payment for services provided in accordance with the provisions of this contract shall not exceed \$179,789.00 (GRF), unless both the Provider and the Department agree upon an amended amount, and are contingent upon the availability of funds."

This one page amendment to this Article is for an increase of \$19,754 (GRF) to cover the additional expenses incurred by the Belmont County Community Action Commission for the Early Start Component of the Help Me Grow Program. This amendment brings the amended total of this contract to \$199,543 for SFY 2012.

The increase is funded with carry-over funds from previous years that are remaining Early Start Component dollars.

All other terms of the contract remain unchanged. Effective date of the amendment is retroactive to June 1, 2012 and ended June 30, 2012.

Dwayne Pielech /s/ 7-9-12
Dwayne Pielech, Director Date

Gary Obloy /s/ 7/9/2012
Gary Obloy, Executive Director Date

Ginny Favede /s/ 7/11/12
Belmont County Commissioner Date

Matt Coffland /s/ 7/11/12
Belmont County Commissioner

Belmont County Commissioner Date

Approved as to form:
David K. Liberati /s/ Assistant 7-10-12
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING RENEWAL OF CONTRACT WITH CAC OF BELMONT CO. ON BEHALF OF BCDJFS FOR THE HELP ME GROW PROGRAM (EARLY INTERVENTION COMPONENT PART C)

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the contract with the Community Action Commission of Belmont County, on behalf of the Belmont County Department of Job and Family Services, for the **Help Me Grow Program (Early Intervention Component Part C)**, effective July 1, 2012 through June 30, 2013, in the maximum amount of \$73,038.00.

Note: The Help Me Grow program targets, infants and toddlers, birth through two years of age.

HELP ME GROW PROGRAM CONTRACT

This contract shall extend from July 1, 2012 through June 30, 2013, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$73,038.00 Part C (\$45,410 Federal Funds and \$27,628 GRF Funds) unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VI: LIMITATION OF LIABILITY

Provider agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE VIII: CONSTRUCTION

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

Dwayne Pielech /s/

7-9-12

Dwayne Pielech, Director
Belmont County Department of Job and Family Services

Date

Gery Obloy

7/9/2012

Gary Obloy, Executive Director CAC of Belmont County <i>Matt Coffland /s/</i>	Date 7/11/12
Belmont County Commissioner <i>Ginny Favede /s/</i>	Date 7/11/12
Belmont County Commissioner	Date
Belmont County Commissioner	Date

Approved as to form:

David K. Liberati, /s/ (Assistant)

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT WITH CAC OF BELMONT CO. ON BEHALF OF BCDJFS FOR THE HELP ME GROW PROGRAM (EARLY INTERVENTION AND HOME VISITING COMPONENT)

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with the Community Action Commission of Belmont County, on behalf of the Belmont County Department of Job and Family Services, for the **Help Me Grow Program (Early Intervention and Home Visiting Component)**, effective July 1, 2012 through June 30, 2013, in the maximum amount of \$54,904.00.

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 11th. day of July, 2012, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Intervention and Home Visiting Component** of the **Help Me Grow Program**.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2012 through June 30, 2013, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$54,904.00 (GRF), unless both **Provider** and **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days

upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.

- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VI: LIMITATION OF LIABILITY

Provider agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE VIII: CONSTRUCTION

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<i>Dwayne Pielech /s/</i>	7-9-12
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
<i>Gary Obloy /s/</i>	7/11/12
Gary Obloy, Executive Director CAC of Belmont County	Date
<i>Matt Coffland /s/</i>	7/11/12
Belmont County Commissioner	Date

Ginny Favede /s/

7/11/12

Belmont County Commissioner

Date

Belmont County Commissioner

Date

Approved as to form:

David K. Liberati /s/ (Assistant)

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING RENEWAL OF GRANT AGREEMENT WITH TRI-COUNTY HELP CENTER ON BEHALF OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of a grant agreement with Tri-County Help Center, on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$ 15,750.00, effective July 1, 2012 through June 30, 2013, to provide administrative services for the Ohio Family and Children First Council of Belmont County.

GRANT AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE TRI-COUNTY HELP CENTER

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 11th day of July, 2012, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as “**Department**” and the Tri-County Help Center, hereinafter referred to as “**Provider**”.

ARTICLE I: EFFECTIVE DATES

This contract shall extend from July 1, 2012 through June 30, 2013, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond this time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$15,750.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department in order to draw funds down and receive payment for services rendered. The invoice cannot exceed the amount of this contract, and must be received by the Department during the contract period.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE III: GENERAL REGULATIONS

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this Contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE IV: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE V: LIMITATION OF LIABILITY

Provider agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing

Mr. Coffland	Yes
Mr. Probst	Absent

IN THE MATTER OF ENTERING AUCTION SALE CONTRACT WITH DAVID JONES, CAI, FOR THE ANNUAL COUNTY AUCTION

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into the Auction Sale Contract with David Jones, CAI, Box 467, Flushing, OH, to conduct the annual Belmont County Auction to be held Saturday, August 18, 2012, at the Belmont County Fairgrounds. The following fees and expenses will be charged by the Auctioneer:

Professional Fees: Personal Property 15%
 Vehicles 7%

Additional terms: County pays all advertising – Porta Jon. Auctioneer will place all ads – No charge for pictures and web site.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING COMMISSIONER FAVEDE TO EXECUTE INVOICE #2 FOR WALLER CORP. FOR THE ADAPTIVE REUSE OF THE SHERIFF’S RESIDENCE

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commissioner Favede to execute Invoice #2 for Waller Corporation for the Adaptive Reuse of the Belmont County Sheriff’s Residence as follows, based upon the certification of Chambers, Murphy & Burge, Project Architect:

Federal Share (80%)	66,354.55
Local Share (20%)	16,588.64
Amount Due This Invoice:	\$82,943.19

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE OHIO ATTORNEY GENERAL’S OFFICE MOVING OHIO FORWARD DEMOLITION PROGRAM AGREEMENT

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commission Vice-President Ginny Favede to execute the Ohio Attorney General’s Office Moving Ohio Forward Demolition Program Agreement in the amount of \$207,935.00.

**Ohio Attorney General’s Office
 Moving Ohio Forward Demolition Program
 Agreement**

Lead Entity Organization: Belmont County Board of Commissioners
 Obligated Amount: Two Hundred and Seven Thousand, Nine Hundred and Thirty-Five and 00/100 Dollars (\$207,935.00)

Award Period: Commencement Date – August 1, 2012 End Date – December 31, 2013

The parties hereto agree as follows:

- I. **Funding Purpose and Recapture of Funds.** This Agreement is made and entered into by and between the Ohio Attorney General’s Office (“AGO”) and the Belmont County Board of Commissioners (“Lead Entity”) to obligate and disburse funds in the amount of \$207,935.00 (“Demolition Funds”) during the Award Period for residential demolition activities in accordance with the Lead Entity’s Application as approved by the AGO, which is incorporated by reference as if fully rewritten herein. This Agreement may only be modified with the prior written approval of the AGO. All modifications to this Agreement shall be in writing and signed by both parties to this Agreement. Any change from the residential demolition activities set forth in the Lead Entity’s approved Application without a modification to this Agreement will be grounds for recapture of the funds by the AGO.
 - (a) **The Demolition Funds Purpose.** Demolition Funds may be used for the sole and express purpose of undertaking and completing residential demolition projects (“Projects”) as described in the Scope of Work attached hereto as Exhibit A. Lead Entity shall undertake and complete each Project as described in the Scope of Work. Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Lead Entity’s approved Application. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.
 - (b) **Availability of Match Funds.** If the Obligated Amount set forth above exceeds \$500,000.00, Lead Entity represents and warrants to the AGO that Lead Entity has obtained or has a binding commitment for matching funds from another financing source. These matching funds will be available no later than the date Lead Entity submits its first reimbursement/disbursement request report, as described below in paragraph III(b).
- II. **Completion of Projects.** Demolition Funds shall not be released until: (a) Lead Entity completes all demolition activity for a residential Project; (b) Lead Entity submits to the AGO a reimbursement report signed and certified by Lead Entity or Subrecipient, as identified in Lead entity’s application, that all demolition activities as required were, in fact, completed; and, (c) Lead Entity completes (or causes to be completed) each other act required to be performed pursuant to the Moving Ohio Forward Demolition Program Guidelines, which are incorporated herein by reference, and submits all information required in Attachment B of the Reimbursement/Disbursement Request Manual, which is incorporated herein by reference. In the event the AGO shall approve any submission by Lead Entity, the AGO will use good faith efforts to evaluate promptly any such submissions and provide Lead Entity written notice of any deficiencies within thirty (30) days of the AGO’s receipt of the submission for which approval is required. For any matching fund requirement, the sources and uses of such funds will be set forth in Lead Entity’s submissions.
- III. **Payment of Demolition Funds.**
 - (a) **Payment Information.** Lead Entity shall have on file a Payment Information Form, attached hereto as Exhibit B. This Form shall be returned with the executed copy of this Agreement. Failure to complete the Form and return it with this Agreement will result in a delay of the first payment.
 - (b) **Request for Payment.** Lead Entity shall submit to the AGO for review and approval reimbursement/disbursement reports detailing Project expenditures which have then been incurred by Lead Entity. All expenses to be paid or reimbursed with Demolition funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Lead Entity for each demolition Project. The AGO may request, and Lead Entity shall submit to the AGO, such additional documentation as may be necessary or useful to substantiate a payment request. In the event of a complete or partial denial of a payment request, the AGO shall notify Lead Entity in writing, including a statement of specific reasons for such denial, and Lead Entity shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. The AGO shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within thirty (30) days after receipt of a payment request from Lead Entity.

- (c) Payment of Demolition Funds. AGO shall disburse the Demolition Funds approximately thirty (30) days after submission of the reimbursement/disbursement report. Lead Entity shall adhere to the procedures for payment of Demolition Funds set forth in the Reimbursement/Disbursement Request Manual.
- IV. Demolition Funds Not Expended. If the Demolition Funds are not expended by Lead Entity in accordance with the terms and conditions of this Agreement or within the Award Period set forth in this Agreement, Lead Entity shall return such improperly expended or unused Demolition Funds within thirty (30) days after demand by the AGO. On determination by the AGO that Lead Entity has not performed in accordance with the terms and conditions of this Agreement and after the return of misspent or unused Demolition Funds to the AGO, this Agreement will terminate.
- V. Agreement Deadlines. Lead Entity shall complete all Projects not later than the End Date set forth in this Agreement. If Lead Entity anticipates that a Project will not be completed by the End Date, Lead Entity shall request an extension of time to complete a Project at least sixty (60) days before the scheduled End Date. It will be within the sole discretion of the AGO to grant or deny such extension of time. Lead Entity acknowledged that the Award Period extends beyond the End Date for purposes of reporting by Lead Entity and monitoring by the AGO of the results of the award of Demolition Funds.
- VI. Securing Contractor(s).
- (a) Lead Entity shall secure qualified personnel and/or contractors to complete each Project. All personnel performing work under this Agreement shall be employees of Lead Entity, or under the direct supervision of the Lead Entity's subcontractors, or be performed by a Subrecipient and the Subrecipient's subcontractors. Lead Entity shall comply with all applicable laws governing the selection of subcontractors under this Agreement.
- (b) Lead Entity shall bind any Subrecipients or subcontractors to the terms of this Agreement, so far as applicable to the work of the Subrecipient or subcontractor, and shall not agree to any provision which seeks to bind the AGO to terms inconsistent with, or at variance from this Agreement.
- (c) Any contracts entered into by Lead Entity with Subrecipients or subcontractors shall include anti-kickback and non-collusion clauses and property tax certifications. Subrecipients or subcontractors shall have adequate liability and property damage insurance. All Subrecipients and subcontractors shall have policies regarding drug free workplace, EEO, and be knowledgeable and understand Ohio Ethics and Conflicts of Interest laws.
- VII. Reporting.
- (a) Reimbursement/Disbursement Request Report. Lead Entity shall submit a certified report with each reimbursement/disbursement request for a completed demolition. Each report shall provide the street address, itemization of expenses claimed, any applicable matching funds, and amount requested. Attachments to the report shall include photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. One subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity. No Demolition Funds shall be paid to Lead Entity until the AGO receives the items described in this paragraph.
- (b) Final Performance Report. Lead Entity shall submit a Final Performance Report to the AGO describing the use of the Demolition Funds during the Award Period, the outcome achieved from the expenditure of the Demolition Funds, and a brief narrative of the overall success of the Moving Ohio Forward Demolition Program including any known land reutilization, economic and environmental benefits. Lead Entity shall adhere to all mandatory fiscal and program administration guidelines, including audit requirements, as determined by the AGO. This report, Attachment 9 of the Application, shall be submitted to the AGO no later than December 31, 2014 and sent to the following address: MovingOhioForward@OhioAttorneyGeneral.gov. Lead Entity's obligation to complete and submit the Final Performance Report shall survive the expiration of this Agreement.
- (c) Date Calculation. If the last date on which a report is due falls on a Saturday, Sunday or a legal holiday, as defined by Ohio Revised code ("R.C.") 1.14, then the report shall be received on the next succeeding day that is not a Saturday, Sunday or a legal holiday.
- (d) Additional Information. Lead Entity shall provide to the AGO any additional reports or information relating to the Project as the AGO may from time to time reasonably request.
- VIII. Adherence to State and Federal Laws and Regulations.
- (a) General. The Lead Entity, in expending the Demolition Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances. Without limiting the generality of such obligation, Lead Entity shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll deductions required for all employees engaged by Lead Entity in connection with each Project. Lead Entity shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- (b) Ethics. Lead Entity, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Lead Entity understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (c) Conflict of Interest. Lead Entity shall immediately disclose in writing to the AGO any such person who, prior to or after the execution of this Agreement, acquires such a personal interest, whether voluntarily or involuntarily. Lead Entity shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to the ACO in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the AGO determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- (d) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Lead Entity agrees that Lead Entity and any person acting on behalf of Lead Entity shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Lead Entity further agrees that Lead Entity and any person acting on behalf of Lead Entity shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (e) Kickbacks. Lead Entity represents and warrants to the AGO that Lead Entity has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Lead Entity covenants and agrees that Lead Entity, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Award Period of this Agreement. Lead Entity further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any reimbursement/disbursement request report.
- (f) Non-Assistance to Terrorist Organization. If the potential compensation to Lead Entity under this Agreement exceeds \$100,000.00, Lead Entity hereby represents and warrants to the AGO that it has not provided any material assistance, as that term is defined in R.C. 2909.33(C), to any organization identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization," available at <http://homelandsecurity.ohio.gov/dma/dma.asp>. Lead Entity further represents and warrants that it has provided or will provide such document to the AGO prior to execution of this

Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Lead Entity shall immediately repay to the AGO any funds paid under this Agreement.

(g) Public Records. Lead Entity acknowledges that this Agreement and other records in the possession or control of the AGO regarding each project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

IX. Default, Remedies and Termination.

(a) Default. Lead Entity shall be in default of this Agreement if Lead Entity fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from the AGO. During the thirty-day cure period, Lead Entity shall incur only those obligations or expenditures pre-approved by the AGO that are necessary to enable Lead Entity to continue its operations and achieve compliance with the terms and conditions of this Agreement.

(b) Remedies. Following a default by Lead Entity, the AGO may exercise one or more of the following remedies:

- (i) Discontinue Disbursements. If the Demolition Funds have not been fully disbursed, the AGO may terminate any and all of the AGO's obligations under this Agreement, including the obligation to make further disbursements of Demolition Funds.
- (ii) Demand Repayment of Demolition Funds or Liquidated Damages. Under the circumstances described in Section IV of this Agreement, the AGO may demand repayment of Demolition Funds improperly expended. Lead Entity shall not be required to repay an amount that exceeds the Demolition Funds disbursed to Lead Entity.
- (iii) Other Legal Remedies. Pursue any other legal or equitable remedies that AGO may have under this Agreement or applicable law.

(c) Remedies Cumulative. No remedy provided to the AGO under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by AGO in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by the AGO to be expedient.

(d) Effects of Termination. Within sixty (60) days after termination of the Agreement following any default, Lead Entity shall provide the AGO with a final report setting forth the total expenditure of the Demolition Funds by Lead Entity and the status of each project at the time of termination. The final report shall be signed and certified. This reporting obligation shall survive the termination of the Agreement.

X. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code have been complied with, and until such time as all necessary funds are available.

XI. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to the AGO: Ohio Attorney General's Office Mortgage Foreclosure Unit 30 East Broad Street, 15 th Floor Columbus, Ohio 43215 FAX No: (866) 403-3979	If to Lead Entity: To the Point of Contact and address identified in Lead Entity's Application
---	--

XII. Indemnification. The Lead Entity agrees to indemnify and to hold the AGO and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Lead Entity's own actions or omissions or those of its trustees, officers, employees, suppliers, third parties utilized by Lead Entity, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks. Lead Entity shall bear all costs associated with defending the AGO and the State of Ohio against any claims. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XIII. Miscellaneous.

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

(b) Forum and Venue. Lead Entity irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio. In any action or proceeding arising out of or related to this Agreement, Lead Entity agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Lead Entity irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court. Nothing in this Agreement shall limit the right of the AGO to bring any action or proceedings against Lead Entity in the courts of any other jurisdiction.

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

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

(e) Amendments. Either party may at any time during the Award Period of this Agreement request amendments or modifications. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the Project. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement.

(f) Assignment. Neither this Agreement nor any rights, duties, or obligations of Lead Entity pursuant to this Agreement shall be assigned by Lead Entity without the prior express written consent of the AGO. Any purported assignment not made in accordance with this paragraph shall be void.

XIV. Authority to Bind Parties. The person signing this document on behalf of Lead Entity is legally authorized to contractually obligate the Lead Entity. Lead Entity represents and warrants to the AGO that Lead Entity has made no false statements to the AGO or any of its employees or agents in the process of obtaining the award of Demolition Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Lead Entity:
Belmont County Board of Commissioners
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

AGO:
Ohio Attorney General's Office
 By: _____
 Matthew J. Lampke
 Mortgage Foreclosure Counsel
 Date: _____

Approval as to form:

By: Jessica B. Atleson /s/

Jessica B. Atleson

Associate Assistant Attorney General

Business Counsel Section

Date: 7/9/12

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: MOVING OHIO FORWARD DEMOLITION PROGRAM - The following cities and villages are listed below with the amounts they were awarded:

Martins Ferry -	\$58,000.00
Barnesville -	\$40,000.00
Bridgeport -	\$40,000.00
Bellaire -	\$30,000.00
Powhatan Point	\$30,000.00

ANNOUNCEMENT RE: CASINO REVENUE FUNDS – Commissioner Coffland stated we have received notice that Belmont County will be receiving their first allocation of casino revenue on July 31 in the amount of \$61,235.29.

OPEN PUBLIC FORUM-

DISCUSSION HELD RE: THE JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) II - Port Authority Director Larry Merry advised he was asked by the Village of Barnesville to present a copy to the Commissioners the Barnesville – Warren Township Joint Economic Development (JEDD), District Two, Agreement. This is for the area east of Barnesville on 147 and involves the Bob’s Chevrolet and Children’s Home property. Part of the project is a sewer line that will be constructed by the developer. The equipment is being purchased through the Village of Barnesville with the cooperation of the Commissioners and the Port Authority. It is a project to create jobs, create investment and a project that is well on its way. Mr. Merry said he is pleased to announce that this has been formally put into place now.

OPEN PUBLIC FORUM CONTINUED-Richard Hord stated he learned that the Sheriff said the county jail is bulging at the seams and he wanted to know why and what happens if the jail becomes full. Mrs. Favede stated there was a change the state law that F-4 and F5 felonies are now to be sent to county jails rather than having them sent elsewhere. The courts are being dictated to by the states as to where they can send those to be incarcerated. We are having an influx of population there. We were advised last year at our budget hearing that there was a change coming that would affect the jails. What happens when full? We haven’t had that discussion as to what the plan is, but Mrs. Favede said she thought the only option would be to house them elsewhere. Mr. Coffland noted this is a continuation of the state passing things on down to the county and now we have to deal with it. He referred to the cuts in Local Government Funding.

Mr. Hord also read in the newspaper that former employee Cindi Henry was working as a consultant for the Commissioner to train a new person at a cost not to exceed \$10,000.00. He asked if this was something new or if also someone was training for former employees Roberta Jenkins and Carol Blankenship upon their retirements. Mr. Coffland stated for the record we have not given Cindi any monies. He also said we try to cross train as much as possible, but the office is very busy all the time and it is hard to free up time to train. Mrs. Favede said in regard to the employee issue, Amanda Murray was promoted to take over Carol Blankenship’s job. The last two weeks that Carol was with us, she did train Amanda. She said in defense of what Cindi Henry did for the county versus what other people do is entirely different because most people know that government accounting and regular accounting are two entirely different worlds. In making sure that the person who physically handles government funds knows the way that it was physically being done was important. Cindi has been here a couple of times with Ms. Blake, who is our replacement, but the amount of money was to cover potential. That entire amount was never intended to be spent, but you have to put together a stream of money to cover the cost of what it could have cost over a period of time and blanket it so that you don’t come back later and have to do it again. Nikki was brought in to replace Roberta, but prior to that, the majority of our employees knew Roberta’s job to some extent, so they were able to help with training Nikki. Cindi was the only one who did Cindi’s job. None of the other staff knew her job, so it was necessary to have a contract with her.

Mr. Coffland thanked all the local law enforcement, EMA, 911 and all local entities that got through a pretty tough time last week with the power outages. A lot of those employees had the power out at their residences too, but they did their job. The county got hit very hard. It was more inconvenience than actual money value. There were many trees down. 911 and EMA worked in the dark. They had generators, but they were out of power. All did a great job and got the roadways opened up and did what they could until the power came back on.

John Henthorne inquired if there were any creek cleaning issues. Mrs. Favede was not aware of any problems brought to us. The Lansing area is finished up. Ohio-West Virginia Excavating was hired to take care of that. Dwayne Pielech has had his creek cleaning crew, and they are still working. Mr. Coffland said 10-12 streams have been cleaned this year. He explained the projects were all individual projects bid out to difference contractors along with the creek cleaning crews. He said almost \$90,000.00 was spent this year on creek cleaning in different areas throughout Belmont County. Mr. Coffland said he would like to continue to allocate \$100,000.00 a year for creek restoration. All little bit of prevention saves a whole lot of damage. He reported we did areas in Lansing, Mead, Pultney, Pease and Colerain Townships. A stream was cleaned in Barton. He said there is plenty of need for more restoration.

Mrs. Favede said a meeting was held in Barton and the Corps of Engineers come in. From that two things were obvious. 1) they weren’t going to be of any help to us, and 2) they had given us some guidelines of what we were allowed to do as far as creek cleaning. She had a conversation with trustee Jeff Gazdik, who has been an advocate for years for allowing a fund be set aside to do these sorts of things. She said we now know the federal government is not going to take care of our problems, and we’ve been of the mindset that we are not going to wait for people to take care of us; we are going to take care of our own problems. We did, indeed, set up that fund and then went to the trustees for them to decide and prioritize what needs to be taken care of.

Mr. Henthorne said with Job & Family Services taking over the senior services he keeps hearing we are saving money. He stated he hasn’t seen anything yet that show they are saving money. He said when he reads the paper, they are spending money and he wants to know if there is something that he is missing. Mr. Coffland said a financial report is forthcoming. He explained the following: The cost of operations will probably be up due to an increased workload. We have picked up an additional 150 meals on wheels. We have added an additional route. They are even looking at putting on another route. We went from 600+ meals to over 800. Mr. Coffland stated when he said cut costs; it was in the management team. We lowered the cost of doing business, not providing service; big difference. The bottom line may be more, but it is because of more service and that is what we want. We want more seniors to be taken care of. On the other hand, the cost of the operation itself has come down. That is done in the management team where we were able to cut money and do some different funding sources through federal programs. Mr. Henthorne said he wouldn’t question expense due to providing services, but he would question is why they need additional administrators and things of that nature, when initially as he understood it, you were taking away from the previous providers.....

Mr. Coffland said he would like to explain it. He said before we used to have a management team of 17 people committing eight (8) hours a day five (5) days a week. Now we've got a management team here giving an hour a day to child services, an hour a day to, so that management team oversees not only senior services, they oversee the whole department. [One Human Service person, one Director, one Assistant Director.] We did bring on a part-time fiscal person because it continues to grow. That department handles almost a \$165 million budget between all the departments. Their time is kept on a computer. When they work on senior services, it is charged to senior services. When they work at child services, it is charged to child services. The only funding coming out to operate senior services is the hours they actually put in. We took 17 managers and combined down to maybe 6 managers, but they all don't work eight (8) hours a day on senior services. Mr. Coffland said we will have figures broken down in about two (2) weeks. He invited Mr. Henthorne to come back in order to understand it.

Mr. Henthorne wanted clarification regarding the South School property. Mr. Coffland said the South School purchase was wanted by one board at a \$50,000.00 price tag, and the new board went in a different direction. It was felt the building was not centrally located for the operation they run. We sold the school for exactly what we had in it and returned the money back to the senior levy. The minute they decided it was not suitable, it was turned over to the Port Authority Director and he sold it. Mr. Merry advised we also got the money back that the county had invested in upgrades that were done.

Mr. Hord asked if we were going to be looking for another building more centrally located for the administrative offices of senior services. Mr. Coffland said he thinks part of the new director's plan and the team that was put together, is putting together a Capital Improvement Expense line for what they would like to do to move forward. It will be brought before the Board of Commissioners and be discussed. Mr. Coffland said they (BCFJFS) are the agency that we put in control.

Mrs. Favede stated for the record to date we have not received any financials. Mr. Coffland explained they have only been in business eight (8) months. He added, now for anyone to come up with a budget in eight (8) months of something they have never done is tough. The program continues to grow. We based the budget on 600 people. If we are up to 850 and they come back say they need money, at least it is going to the right place. Mr. Hord wanted to know why they can't document that. Mr. Coffland said he doesn't micro manage departments. He normally would receive a report at the end of the year. He said to let them do their job. To be fair to this department you have to give them time to work and adjust and get people in place. You give them a whole operation that took 17 people and threw it in their lap and said, "Do it." They will produce figures and it will be documented. When Belmont Senior Services went from \$1.9 million to \$2.9 million, that's when the flags went up. We cannot base nothing this year on how we are going next year, because we had costs of moving them, costs of getting rid of equipment, buying new equipment, one time purchases that we did this year to move them in and get started that won't be there next year.

Mrs. Favede said this is always an issue that needs monitored because it's for the elderly and we have a sincere commitment to them. She said with all due respect, she is opposed to the comment that "we threw that in their laps." She said Dwayne Pielech had actively advocated for taking over Belmont Senior Services and we thoroughly discussed that issue and we thoroughly knew what they were going to be overseeing.

Mr. Coffland disagreed and felt we didn't do enough. He said he knew what they were getting into and it was going to cost some money. He there were going to be changes. The point he is trying to make is it is an ongoing process that we need to watch all the time, but he wanted to make it perfectly clear that three (3) years ago when he came here we had upset seniors because they laid off people, had a budget that was broke, and they were begging for a new levy to be put on. They laid off at the centers; there was run down, broken equipment; and look at it today. It speaks for itself. He suggested going to the centers and talking to the seniors. That's the difference from where it was four (4) years ago the way we found it, to where it is today. He said he visits every center on a quarterly basis.

Mrs. Favede said she thought initially the comment was the increase in cost for the additional employees that they hired. As she said that particular day and she said at the Town Hall meeting that we had in Martins Ferry, she was adamantly opposed to those two (2) additional hirings. She doesn't know how that's delivering services whatsoever to the elderly. She also said she will never not support increased funds for services that go directly to the seniors, but she cannot figure out how those two (2) hires are going to help the elderly in any way, shape or form. Mr. Coffland stated clarification will be brought for those two (2) positions next week.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:45 A.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 11:45 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of July, 2012.

COUNTY COMMISSIONERS

Charles R. Probst, Jr. - Absent

We, Ginny Favede and Jayne Long, Vice-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.

_____ VICE PRESIDENT

_____ CLERK