

St. Clairsville, Ohio

July 22, 2015

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Thomas, 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.

Claim of	Purposes	Amount
A-Speedway	Gasoline-Common Pleas Court/General Fund	162.93
N-Diperna Electric	Water Tank/2014 Water System Improvement Note	5,668.45
N-James White Construction	Projects/Ohio Valley Mall Lift Station Upgrade	146,720.68
S-Comcast	Internet/Juvenile Court Computer Fund	91.90
S-Redwood Toxicology	Drug Testing/Smart Ohio Pilot Grant	1,238.52
S-Technology Services Group	Program Supplies/OVESC Fund	112.97
S-Times Leader	Publishing/Probate Ct. Conduct Business Fund	178.50
S-TSG	Backup/Vaulting/Northern Div. Ct. Computer Fund	155.92
S-TSG	Offsite Backup/Eastern Div. Ct. Computer Fund	98.10
Y-Belmont County Recorder	July Lien Releases/Tax Certificate Admin. Fund	128.00
Y-CEBCO	Hospitalization insurance/Employer's Share Holding Account	463,724.31

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for July 22, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$52,342.00
A-GENERAL/CORONER	\$895.79
A-GENERAL/EMA	\$795.46
A-GENERAL/ENGINEER	\$1,077.31
A-GENERAL/PROBATE	\$825.80
A-GENERAL/PROSECUTORS	\$89.64
A-GENERAL/RECORDER	\$690.06
A-GENERAL/911	\$1,682.62
B-Dog Kennel	\$945.89
D-Road & Bridges Fund	\$584,001.69
E-911 Fund	\$1,487.00
H-Job & Family, Family Children First	\$456.52
H-Job & Family, Public Assistance	\$39.03; \$175.96; \$396.45; \$23,224.69
H-Job & Family, WIA	\$43,068.27
K-Engineer MVGT	\$33,408.00
M-Juvenile Ct.-Intake Coordinator	\$128.19
M-Juvenile Ct.-Title IV-E Reimb.	\$3,101.35
N-Capital Projects-Facilities	\$17,733.4
N-Capital Projects-Senior Centers	\$2,260.00
P-Sanitary Sewer District	\$1,956.19; \$29,846.56; \$744.12; \$7,001.73; \$147.11; \$45.58
S-Belmont County Senior Program Fund	\$1,887.35
S-District Detention Home	\$2,419.38
S-Job & Family, CSEA	\$17,463.84
S-Oakview Juvenile Residential Center	\$35,043.29
S-Port Authority	\$729.71
S-Senior Services	\$30,951.22
T-Belmont County Commissioners CDBG Fund	\$37,122.00
W-CEBCO Wellness Grant	\$2,270.00
W-Law Library Resources Fund	\$9,434.04

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S70 BELMONT COUNTY SENIOR PROGRAMS/
IN-HOME CARE LEVY FUND

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salary	E-5005-S070-S13.000 Unemployment	\$150.00
BCSSD/VARIOUS FUNDS	TO	AMOUNT
E-3701-P003-P32.074 Transfers Out	E-3701-P003-P23.011 Contract Services	\$40,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P03.012 Equipment	\$2,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P07.011 Contract Services	\$30,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P13.003 PERS	\$4,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P07.011 Contract Services	\$20,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P09.000 Sewage Disposal	\$30,000.00

E-3706-P055-P01.002 Salaries E-3706-P055-P07.011 Contract Services \$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

**** JANUARY 2, 2015****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N04.055	Other Expenses	\$6,200.00
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For additional ductwork cleaning at the Jail/Panhandle Cleaning & Restoration.

**S70 BELMONT COUNTY SENIOR PROGRAMS/
IN-HOME CARE LEVY FUND**

E-5005-S070-S12.000	Capital Outlay	\$2,323.22
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Additional funds needed for the purchase of two Xerox office machines (\$9,700.00).

**** JULY 22, 2015****

E10 9-1-1 FUND

E-2200-E010-E05.012	Equipment	\$7,320.00
E-2200-E010-E07.000	Other Expenses	\$1,452.00

E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011	Contract Services	\$10,683.70
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M60 CARE AND CUSTODY-JUVENILE COURT FUND

E-0400-M060-M25.002	Salaries CCAP	\$73,354.46
E-0400-M060-M26.003	PERS CCAP	\$6,179.13
E-0400-M060-M27.005	Medicare CCAP	\$1,697.51
E-0400-M060-M29.008	Insurance CCAP	\$10,207.90
E-0400-M060-M30.000	Other Expenses	\$18,000.00

S33 DISTRICT DETENTION HOME

E-0910-S033-S34.010	Supplies	\$5,000.00
E-0910-S033-S38.011	Contract Services	\$20,000.00
E-0910-S033-S67.000	Travel & Training/GS	\$5,000.00

S69 MRDD MEDICAID RESERVE FUND

E-2413-S069-S01.011	Contract Services	\$107,632.52
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OAKVIEW JUVENILE /VARIOUS FUNDS

E-8007-S027-S06.000	OVESC Program Supplies	\$16,428.61
E-8010-S030-S40.000	Grant Holding Account	\$76,963.00
E-8010-S030-S51.002	Salaries	\$122,631.27
E-8010-S030-S53.000	Medical	\$5,000.00
E-8010-S030-S55.010	Supplies	\$993.90
E-8010-S030-S56.000	Motor Vehicles	\$1,150.00
E-8010-S030-S57.000	Travel & Staff Development	\$2,000.00
E-8010-S030-S58.000	Communications	\$5,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$22,000.00
E-8010-S030-S60.000	Maintenance & Repair	\$5,000.00
E-8010-S030-S62.000	Printing	\$800.00
E-8010-S030-S63.000	General	\$573.00
E-8010-S030-S66.003	PERS	\$23,000.00
E-8010-S030-S67.004	Workers Comp	\$6,500.00
E-8010-S030-S68.006	Hospitalization	\$37,000.00
E-8010-S030-S69.007	Unemployment Compensation	\$2,000.00
E-8010-S030-S70.005	Medicare	\$2,400.00
E-8010-S030-S72.000	Capital Repairs	\$92,676.48
E-8011-S031-S02.000	Food (Meal Tickets)	\$52.50
E-8012-S032-S00.000	Activity Fund	\$81.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 22, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows:
DJFS – Vince Gianangeli to travel to Columbus, OH, on July 20-21, 2015, to attend OJFSDA Fiscal Committee meeting, to Columbus, OH, on September 15, 2015, to attend OJFSDA Fiscal Committee meeting and to Columbus, OH, on November 17, 2015, to attend OJFSDA Fiscal Committee meeting. Michael Schlantz to travel to Cadiz, OH, on July 28, 2015, to attend WIOA Operator meeting, to Cadiz, OH, on August

13,2015, to attend WIOA Council meeting, to Cadiz, OH, on August 28, 2015, to attend WIOA Board meeting and to Cadiz, OH, on September 11, 2015 to attend COG meeting. Estimated expenses: \$626.90

SENIOR SERVICES – Gary Armitage to travel to Cambridge, OH, on July 23, 2015, to attend AAA 9 Advisory Council. Karen Rebecca and seniors to travel to Amish Country, on July 23, 2015, for a senior center outing. Sue Hines, Valerie Forst and seniors to travel to Kidron and Amish Country on August 13, 2015, for a senior center outing. Senior Centers to travel to Wheeling, WV on August 18, 2015, for a senior center outing. Sue Neavin and seniors to travel to Wheeling, WV on August 27, 2015, for a senior center outing. County vehicle will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE CONTRACT WITH THE CAC OF BELMONT COUNTY ON BEHALF OF BCDJFS FOR THE HELP ME GROW PROGRAM

Motion made by Mr. Thomas, 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 (Central Coordination)**, effective July 1, 2015 through June 30, 2016, in the maximum amount of \$18,339.75.

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 22nd. day of July, 2015, by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County (TIN 34-0967230), 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 Contract by and between ODH and the Department as it relates to the Central Coordination for the Help Me Grow Program.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2015 through June 30, 2016, 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 \$18,339.75 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** 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 used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Health, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Grow Early Intervention Program and as a sub-award of a grant issued by the U. S. Department of Education under Part C of IDEA grant, grant award number [H181A1200241] and CFDA number [84.181A].
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, 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.
- D. 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**.
- E. 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: DELIVERABLES**

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

ARTICLE VI: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) 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 VII: 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 damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive 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 VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and 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 IX: 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.

<u>Vince Gianangeli /s/</u>	<u>7-22-15</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Gary F. Obloy /s/</u>	<u>7-22-15</u>
Gary F. Obloy, Executive Director	Date
<u>Mark A. Thomas /s/</u>	<u>7-22-15</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>7-22-15</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>7-22-15</u>
Matt Coffland, Belmont County Commissioner	Date
Approved as to form:	
<u>David K. Liberati /s/ Assistant</u>	<u>7-22-15</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Coffland Yes
Mrs. Favede Yes

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE
GRANT AGREEMENT WITH TRI-COUNTY HELP CENTER ON
BEHALF OF BCDJFS FOR THE OHIO FAMILY AND CHILDREN
FIRST COUNCIL OF BELMONT COUNTY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal of the 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, 2015 through June 30, 2016, 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 22nd. day of July, 2015, 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, 2015 through June 30, 2016, 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 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 VI: 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 Human 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 VII: 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 the remainder of the contract impossible.

<u>Vince Gianangeli /s/</u>	<u>7-15-15</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Cathy Campbell /s/</u>	<u>7-16-15</u>
Cathy Campbell	Date
Tri-County Help Center	
<u>Mark A. Thomas /s/</u>	<u>7-22-15</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>7-22-15</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>7-22-15</u>
Matt Coffland, Belmont County Commissioner	Date

Approved as to form:
David K. Liberati /s/ Assistant
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE GRANT AGREEMENT WITH STUDENT SERVICES ON BEHALF OF BCDJFS FOR THE CHILD ABUSE PREVENTION PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal of the grant agreement with Student Services, on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$18,487.00, effective July 1, 2015 through June 30, 2016 for the Child Abuse Prevention Program, an initiative of the Ohio Children's Trust Fund.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES GRANT AGREEMENT

This agreement to provide administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program is made and entered into this 22nd. day of July, 2015 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 Student Services, hereinafter referred to as "**Provider**".

PURPOSE

The Child Abuse Prevention Program is an initiative of the Ohio Children's Trust Fund and focuses on preventing child abuse. Funds issued under the program will be used to decrease the incidences of child abuse in Belmont County through public awareness and the training and placement of volunteers in child abuse/neglect programs.

EFFECTIVE DATES

This agreement will be effective from July 1, 2015 through June 30, 2016.

AMOUNT OF GRANT/PAYMENTS

The Department agrees to grant to the Provider \$18,487.00 in SFY 2016 for services rendered relative to the allowable costs of the Initiative.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Department, the Belmont County Board of Commissioners, and the Ohio Department of Job and Family Services (ODJFS) against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.

- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any recipient because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to pay the Department the amount to which he/she was not entitled.
- F. In the event that the Children's Trust Fund dollars are no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that said funds are no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon thirty (30) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. The Provider agrees to abide by all applicable rules and regulations contained in the laws of Ohio and ODJFS rules.
- I. The Provider agrees to cooperate with the BCDJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that the Provider and its employees meet child support obligations established by state and federal law including compliance with an Order for the withholding of support issued pursuant to the Revised Code.
- J. Amendment: Any written amendment to this agreement shall be prospective in nature and must be signed by both parties.

PAYMENT PROCEDURES

- A. The Provider understands that payment for all services depends upon the availability of Children's Trust Fund dollars.
- B. The Provider agrees to submit monthly expense reports to the Department within five (5) working days following the last working day of each month, if possible.

SIGNATURES

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 the 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>Vince Gianangeli /s/</i>	7-16/15
_____ Vince Gianangeli, Director Belmont County Department of Job and Family Services	_____ Date
<i>Wendy Ware /s/</i>	7-22-15
_____ Wendy Ware, Director Student Services	_____ Date
<i>Mark A. Thomas /s/</i>	7-22-15
_____ Mark A. Thomas, Belmont County Commissioner	_____ Date
<i>Ginny Favede /s/</i>	7-22-15
_____ Ginny Favede, Belmont County Commissioner	_____ Date
<i>Matt Coffland /s/</i>	7-22-15
_____ Matt Coffland, Belmont County Commissioner	_____ Date

Approved as to form:

David K. Liberati /s/ Assistant

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSIONER MATT COFFLAND TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commissioner Matt Coffland to sign the Ohio Department of Job and Family Services Local Workforce Development System Subgrant Agreement for State Fiscal Year 2016, for the administration of workforce development activities in Local Area 16 as follows: Subgrant G-1617-15-0190 effective July 1, 2015 through June 30, 2016.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT G-1617-15-0190

RECITALS:

This Subgrant Agreement among the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Area 16 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (ORC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Area by ODJFS for the administration of workforce development activities. Local Area 16 representatives include the Belmont, Carroll, Harrison, and Jefferson County Commissioners (SUBGRANTEE), who are the Chief Elected Officials of Local Area 16, the Local Workforce Development Board (BOARD) for Local Area 16, and the Belmont County Department of Job and Family Services (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes under this Agreement. The AGENT's DUNS number is 617412291. For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular", codified in Title 2, Part 200 of the Code of Federal Regulations (CFR), including the United States Department of Labor (DOL) exceptions codified in 2 CFR 2900, and, as applicable the United States Department of Health and Human Services (HHS) exceptions codified in 45 CFR 75. SUBGRANTEE is also the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funding allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, BOARD, and AGENT

have the responsibility to ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with the performance of workforce development activities in the Local Area.

This Subgrant Agreement is applicable to all funds allocated to the Local Area for the operation of all workforce development activities and will include funds from any or all of the federal awards from the DOL under the WIOA, the Wagner-Peyser Act, or other federal programs—including, but not limited to—Temporary Assistance for Needy Families (TANF) issued by HHS, and those identified in the table below. The grant award numbers, federal fiscal years, and program years for each award will be listed in Allocation Letters that ODJFS will issue to SUBGRANTEE per ARTICLE VII, Section A subsequent to the execution of this Agreement. Allocations will be made via the County Finance Information System (CFIS), with the exception of funding for the Ohio Works First Incentive Program, which will be encumbered by State of Ohio Purchase Orders and paid through invoicing processes. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)	Award Title	Authority
17.002	Labor Force Statistics	29 USC Chapter 1, 29 USC 2b, 5, & 8
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIA Adult Program	WIA (29 USC 2863-2864), WIOA Section 136(b)
17.259	WIA Youth Activities	WIA (29 USC 2854), WIOA Section 136(a)
17.267	WIA Work Incentive Grants	Adult Education and Family Literacy Act (20 USC 9211), WIA Title I, Part B, Section 503
17.271	Work Opportunity Tax Credit (WOTC)	The Tax and Trade Relief Extension Act of 1998, and 26 USC 51
17.277	WIA National Dislocated Worker Grants (Formerly “NEG”)	WIA 29 USC 2918, WIOA Section 170(b)(1)
17.278	WIA Dislocated Workers	WIA (29 USC 2863-2864), WIOA Section 131
17.801	Disabled Veterans Outreach Program	Jobs for Veterans Act (38 USC 4103A)
17.804	Local Veterans Employment Representative Program	Jobs for Veterans Act 38 USC 4104
93.558	TANF	Title IV-A of the Social Security Act (42 USC 602)

DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definitions and in Article I, Section B of this Agreement.

- A. **Chief Elected Officials:** When used in reference to a Local Area, is the chief elected executive officers of the units of general local government in a Local Area.
- B. **Common Costs:** Per WIOA Section 121(i), are the costs of services commonly provided through local partner programs to any individual, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by 1 local partner to another local partner’s program, and other similar services that may be chargeable to more than 1 program. These costs and methodologies for cost sharing are included in the cost-sharing portion of Local Area Memorandum of Understanding.
- C. **Fiscal Agent:** An entity appointed by a Local Area’s chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the Local Area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.
- D. **Infrastructure Costs:** Per WIOA Section 121(h)(4), are the costs necessary for the general operation of an OhioMeansJobs (aka “One-Stop”) center to be shared by the Local Area and local partners per the Local Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- E. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- F. **Local Area Workforce System Memorandum of Understanding (MOU):** An agreement that describes how local partners will provide services under WIOA through the local workforce development system and how each party will fund its proportionate share of infrastructure costs for the OhioMeansJobs centers and the costs of common services.
- G. **Local Partners:** The entities referred to in WIOA Section 121(b) as “Required” and “Additional” partners that carry out workforce programs and activities through a Local Area workforce development system.
- H. **Local Plan:** The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the Local Area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan that will achieve performance goals.
- I. **Local Workforce Development Board:** The board appointed by a Local Area’s chief elected officials and certified by the Governor or designee per WIOA Section 107 to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.
- J. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which programs funded under WIOA and other workforce programs and services are delivered in a Local Area.
- K. **OhioMeansJobs Center:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as “One-Stops” in WIOA.

- L. **Ohio Works First (OHIO WORKS):** Time-limited cash assistance payments to eligible families under the Ohio TANF program who successfully apply through a county job and family services agency. Adults and minor heads of households are required to participate in work activities as a condition of assistance payments and gross household income must not exceed the current limit for eligibility.
- M. **Ohio Works First Incentive Program:** Local Areas that place current and certain former Ohio Works First recipients into unsubsidized employment positions will receive incentive payments from ODJFS based on initial placements and on specified employment retention periods.
- N. **Planning Region:** Geographic region of the state that may include 1 or more Local Areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.
- O. **Regional Plan:** The workforce development plan that incorporates local plans for each Local Area in the region and identifies service delivery strategies, industry sector initiatives, methods for collection and analysis of labor market data, and performance accountability standards. The plans also include a description of how Local Areas will coordinate activities, funds and resources to meet the goals of the region.
- P. **State Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- Q. **State TANF Plan:** The current *Temporary Assistance for Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602, and approved by HHS that describes Ohio's TANF programs and services and outlines strategies for the delivery of those programs and services in accordance with TANF requirements.
- R. **State Workforce Development Board:** Established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- S. **Subgrantee:** Local Area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B).
- T. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act, and regulated under 45 CFR 260 that provide benefits and services designed to meet 1 of the 4 TANF purposes identified in 45 CFR 260.20 to individuals who meet eligibility criteria.
- U. **Workforce Development Activity:** As defined in ORC 6301.01, a program, grant, or other function with the primary goal to achieve 1 or more of the following:
 - 1. Help individuals, including those who have barriers to employment, maximize their employment opportunities;
 - 2. Help employers gain access to skilled workers;
 - 3. Help employers retain skilled workers;
 - 4. Help develop or enhance the skills of incumbent workers;
 - 5. Improve the quality of the state's workforce;
 - 6. Enhance the productivity and competitiveness of the state's economy.
- V. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July, 2014, to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.
- W. **Terms Relevant to Federal Audits and Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination" "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as 2 CFR 200.1.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds that will be provided under this Agreement for workforce development activities in the Local Area. This Agreement will also outline roles and responsibilities with respect to the WIOA transition and implementation to ensure that delivery of the programs and services funded hereunder continue without disruption while transition and implementation activities are underway.
- B. SUBGRANTEE, BOARD, and AGENT will ensure that funds provided under this Agreement are expended for workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to those prescribed in:
 - 1. The federal laws that authorize the expenditure of funds for each program identified in the table included in the Recitals of this Agreement.
 - 2. The Workforce Innovation and Opportunity Act (29 USC 32) and the corresponding proposed rules published in Volume 80, Pages 20689–21150 of the Federal Register (Fed. Reg.), proposed April 16, 2015.
 - 3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, OMB Omni-Circular (2 CFR Part 200)— including the DOL (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
 - 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 - 5. The current local plan and state plan developed under the Workforce Investment Act and the State Plan, once accepted and approved by the DOL.
 - 6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
 - 7. The approved state plan for the Temporary Assistance for Needy Families (TANF).

8. The terms and conditions of each federal grant award—including any amendments.
 9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
 10. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
 11. DOL and HHS Guidance Letters.
 12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 13. Approved statutory waivers for WIOA funds.
 14. The applicable provisions of the current appropriations act.
 15. Approved performance measures.
 16. Terms, conditions, and instructions included in allocation letters.
 17. The Local Area Workforce System MOU.
- C. SUBGRANTEE, BOARD, and AGENT will report to Kip Crist, the ODJFS Agreement Manager, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE, BOARD, and/or AGENT, as applicable, will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the instructions or requests. All parties expressly understand that any instructions are strictly to ensure the successful completion of the activities described herein, and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, BOARD, or AGENT will promptly notify the ODJFS Agreement Manager per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder. When or if such communication is received by the ODJFS Agreement Manager and if appropriate, the ODJFS Agreement Manager will initiate an amendment as allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, BOARD, and AGENT agree to consult the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.
- D. Expenditure of Public Funds for Offshore Services—Executive Order Requirements
1. Pursuant to Governor’s Executive Order 2011-12K Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE, BOARD, and AGENT must ensure that no subcontractors or subgrantees that will be paid with funds provided from ODJFS under this Agreement complete any work outside of the United States and that no data from programs or activities funded under this Agreement will be stored outside of the United States. Therefore, SUBGRANTEE, BOARD, and AGENT must require all subcontractors and subgrantees to complete the Standard Affirmation and Disclosure Form, which is included as Attachment A and will be posted in electronic format on the ODJFS website.
 2. SUBGRANTEE, BOARD, and AGENT understand, and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, BOARD, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.
 3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, BOARD, AGENT, or any of their subcontractors performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement. SUBGRANTEE, BOARD, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, if SUBGRANTEE, BOARD, AGENT, or any of their subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, BOARD, and AGENT.

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Coordinate WIOA transition and implementation among state and local agencies and stakeholders; issue guidance, policies, procedures, and timelines for WIOA transition and implementation; and provide technical assistance and training to SUBGRANTEE, BOARD, AGENT, local partners and other local workforce stakeholders as needed throughout the transition and implementation period.
- B. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and the other programs funded under this Agreement.
- C. Support local workforce development board certification in accordance with criteria established by ODJFS in accordance with WIOA Section 107(b).
- D. Develop a State Plan in accordance with WIOA Section 102 and, upon DOL approval, make available to all chief elected officials and local workforce development board members in each Local Area designated under WIOA Section 107 for the development of a local plan in accordance with WIOA Section 108.
- E. Develop state adjusted performance accountability measures and support negotiations with Local Area representatives to develop adjusted local performance accountability measures per WIOA Section 116.
- F. Review applications and plan modifications for participation in the Ohio Works Incentive Program as well as review and submit approved invoices for payment.
- G. Monitor SUBGRANTEE, BOARD, and AGENT performance and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- H. If necessary, take action against SUBGRANTEE, BOARD, and AGENT pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I and Section H of this Article II. Any such ODJFS action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

- A. With respect to the WIOA transition and implementation, SUBGRANTEE will:
1. Review local policies, current workforce-related intergovernmental agreements, agreements with BOARD and AGENT as well as all subcontracts and subrecipient agreements with entities providing support for workforce development activities in the current Local Area and update or develop as necessary to ensure compliance with WIOA, the OMB Omni-Circular (2 CFR Part 200), and all applicable federal and state requirements and restrictions.
 2. Ensure effective communication with BOARD, AGENT, local partners, and other local workforce stakeholders on roles, responsibilities, and timelines pertinent to WIOA implementation.
 3. Upon initial designation of the Local Areas by the Ohio Governor, or the Governor's designee, in accordance with WIOA Section 106(b) and ODJFS policies and guidance—including prescribed timeframes—SUBGRANTEE will work in collaboration with the other chief elected officials of the newly designated Local Area to complete the following tasks to support the establishment of a WIOA-compliant workforce development system in the newly designated Local Area:
 - a. **Intergovernmental Agreements**
 - (1) If the newly designated Local Area includes more than 1 unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds. In addition, SUBGRANTEE will ensure that any newly elected chief elected officials are informed of the roles and responsibilities under WIOA for the local workforce development system and will ensure that the distribution of liability agreement is amended as necessary.
 - (2) In addition to the distribution of liability agreements, the chief elected officials of the newly designated Local Area may exercise the option in WIOA Section 107 (c)(1)(B) to execute an intergovernmental agreement that specifies the roles and responsibilities of individual chief elected officials.
 - b. **Local Workforce Development Board**

With respect to the Local Workforce Development Board, the chief elected officials of the newly designated Local Area must:

 - (1) Establish by-laws in accordance with 80 Fed. Reg. 20842 (Apr. 15, 2015) (to be codified at 20 CFR 679.310) for local workforce development board membership, participation, administration, and function.
 - (2) Appoint local workforce development board members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.
 - (3) Ensure that newly certified local workforce development board members receive all available information on their roles and responsibilities in the development and administration of a local workforce development system under WIOA—including information on required training opportunities for the local workforce development board members, board staff, and OhioMeansJobs center operators by ODJFS, federal and state policies and guidance letters, as well as all applicable rules and requirements pertinent to workforce programs and related funding.
 - (4) Ensure that the newly certified local workforce development board establishes procedures for the procurement and certification of OhioMeansJobs center operators, the procurement of Youth services providers, the selection of training providers, and, if applicable, career services providers. Further ensure that procurement procedures are compliant with WIOA and with federal and state procurement regulations.
 - (5) Execute subcontracts and/or subrecipient agreements, as appropriate, with the selected OhioMeansJobs center operators, Youth services providers, training providers, and, if applicable, career services providers of the newly designated Local Area. Further ensure that responsibilities, requirements, and restrictions under WIOA and all applicable federal and state rules are clearly defined in the subcontracts/subrecipient agreements.
 - (6) Ensure that the newly certified local workforce development board collaborates with local partners to negotiate and execute a Local Area Workforce System MOU in accordance with WIOA Section 121 and with ODJFS policies and guidance.
 - c. **Local Plan** – Work in partnership with the newly certified local workforce development board members to develop a local plan consistent with the State Plan and with WIOA Section 108 requirements and to negotiate local performance accountability standards in accordance with WIOA Section 116(c) that will be included in the local plan.
 - d. **Local Performance Accountability Measures** – Negotiate with the newly certified local workforce development board and the Ohio Governor or the Governor's designee to reach agreement on local performance accountability measures in accordance with WIOA section 116(c) and the state adjusted levels of performance, which will be included in the local plan.
 - e. **Regional Plan** – Collaborate with newly certified local workforce development board members and the chief elected officials and local workforce development board members of other Local Areas in SUBGRANTEE's planning region to develop a Regional Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c) and guidance from ODJFS.
 - f. **Fiscal Agent** – Appoint a fiscal agent for the newly designated workforce development Local Area as required under OAC 5101:9-31-01(E)(4) in accordance with 80 Fed. Reg. 20846 (April 16, 2015) (to be codified at 20 CFR 679.420).
- B. SUBGRANTEE will ensure that the individual identified as the official representative of the Local Area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
- C. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to division (C) of ORC 5101.241, for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.
- D. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.

- E. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD RESPONSIBILITIES

- A. With respect to the WIOA transition and implementation, BOARD will:
1. Review current policies, current agreements and/or statements of work with OhioMeansJobs center operators, education and training providers, and any subcontractors or subgrantees providing support for workforce development activities and update as necessary to ensure compliance with WIOA and all applicable federal and state requirements and restrictions.
 2. Share guidance from the DOL and ODJFS with local OhioMeansJobs center operators, local partners, Youth services providers, education and training providers, and any subcontractors or subrecipients as it becomes available.
 3. Provide oversight to OhioMeansJobs center operators, Youth services providers, employment and training program providers, and local partners to ensure that implementation of WIOA requirements meets the deadlines prescribed by ODJFS and that service delivery and workforce development activities continue without disruption while the transition is in progress. As applicable, ensure that newly certified OhioMeansJobs center operators participate in training by ODJFS.
- B. As applicable, BOARD will perform the functions identified in WIOA Section 107 during the Agreement Period identified in Article VI, which include, but are not limited to:
1. Conducting workforce research and regional labor market analysis.
 2. Convening local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
 3. Leading efforts to engage employers in the local workforce development system.
 4. Collaborating with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
 5. Developing strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
 6. Conducting oversight and monitoring of Youth workforce investment activities providers, training providers, and OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to workforce development activities under the respective programs and related expenditures.
 7. Developing a budget for BOARD activities with approval of SUBGRANTEE.
 8. Annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the Local Area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.
 9. Certification of the OhioMeansJobs center operators in accordance with WIOA Section 121(d).
- C. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of BOARD, or a member of a standing committee, as applicable, may not:
1. Vote on a matter under consideration by BOARD:
 - a. Regarding the provision of services by the member (or by an entity that such member represents); or
 - b. That would provide direct financial benefit to the member or the immediate family of such member.
 2. Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- D. As required under the "sunshine provision" in WIOA Section 107(e), BOARD will conduct business in an open manner by making information about the BOARD activities available to the public on a regular basis through electronic means and open meetings.
- E. Conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and the DOL or their subcontractors as necessary for state and federal evaluation activities.
- F. For participation in the Ohio Works Incentive Program, BOARD will conduct activities in accordance with the program information in the BOARD's approved application.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

In general, AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(e)(4) to receive funds and to ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the federal and state regulations and policies as outlined in this Agreement.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2015, through June 30, 2016, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the above expiration date.
- B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, BOARD, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE VII. FUNDING

- A. With the exception of payments for the Ohio Works Incentive Program, funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS and ODJFS will issue a corresponding allocation letter with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined in accordance with the methods developed by ODJFS in accordance with the authorizing federal rules for the other funding sources listed in the Recitals of this Agreement.
- B. ODJFS will issue incentive payments under the Ohio Works Incentive Program in accordance with the payment guidelines established by ODJFS and upon Local Area's submission of invoices completed in accordance with ODJFS' specifications. Funding for the Ohio Works Incentive Program will be encumbered in a State of Ohio Purchase Order (PO) and paid through an invoicing process.

Allocations other than for Ohio Works Incentive Program payments will be made through CFIS, in accordance with Section A of this Article.

- C. SUBGRANTEE, BOARD, and AGENT expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE VI, Section B, have been met and until allocations and allocation letters have been issued to Local Area for all programs with the exception of Ohio Works Incentive Program payments, for which costs may not be incurred until the issuance of an approved PO.
- D. SUBGRANTEE, BOARD, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts specified in the allocation letters for the periods included in the allocation or, for the Ohio Works Incentive Program costs, the amount specified in the PO. Further, SUBGRANTEE and Local Area expressly agree to comply with the limitations prescribed by WIOA with respect to funding. Expenditures of funds authorized under WIOA Section 128 and 133 for administrative costs, are limited to 10% of the total amount allocated to the Local Area under WIOA Sections 128(b)(4).
- E. SUBGRANTEE, BOARD, and AGENT will ensure that funds allocated by ODJFS for WIOA transition and implementation are used exclusively for that purpose.
- F. SUBGRANTEE, BOARD, and AGENT will ensure that separate accounting records are maintained for the funds provided hereunder. This includes creating a new account for expenditures under WIOA and closing out the WIA account in accordance with federal guidelines, ODJFS guidance, and timelines.
- G. SUBGRANTEE, BOARD, and AGENT expressly understand that funding provided under the prior subgrant agreement between ODJFS and Local Area representatives until December 2014 will be subject to OMB Circulars A-133, A-87, A-21, A-110, A-122, A-89, and A-102, including the corresponding DOL federal cost principles in 29 CFR 95, 96, 97, and 99. Funds allocated after December 2014 will be subject to the OMB Omni-Circular (2 CFR Part 200), including the DOL exceptions (2 CFR 2900) and HHS exceptions (45 CFR 75).
- H. SUBGRANTEE, BOARD, and AGENT will secure prior approval from the federal funding authority or ODJFS of a Local Area indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
- I. SUBGRANTEE, BOARD, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-01 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- J. SUBGRANTEE, BOARD, and AGENT will ensure prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
- K. SUBGRANTEE, BOARD, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, the DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- L. For payments under the Ohio Works Incentive Program, SUBGRANTEE, BOARD, and AGENT expressly understand that ODJFS does not have the ability to compensate SUBGRANTEE, BOARD, and AGENT for invoices submitted after the State of Ohio purchase order has been closed. State of Ohio purchase orders are issued per state fiscal year. SUBGRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due under the Ohio Works Incentive Program.

M. Standards for Financial and Program Management – Pursuant to WIOA Section 184, SUBGRANTEE, BOARD, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subpart D and E of the OMB Omni-Circular, and, as applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:

- 1. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, BOARD, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
- 2. **Internal Controls** – SUBGRANTEE, BOARD, and AGENT will ensure that management and fiscal controls and safeguards are maintained to prevent abuses or misuse of Subgrant funds and to ensure that subcontractors or subrecipients have effective management and fiscal controls and safeguards in accordance with 2 CFR 200.303, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
- 3. **Cost Sharing or Matching** – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
- 4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, BOARD, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, BOARD, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
- 5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, BOARD, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - a. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.

- b. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
- c. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.

ARTICLE VIII. RECORDS AND REPORTING

- A. SUBGRANTEE, BOARD, and AGENT will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, BOARD, and AGENT will ensure that all records relevant to programs and activities funded hereunder are available during normal business hours and as often as needed for audit by federal and state government entities that include but are not limited to: the DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, BOARD, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 5 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 5-year period, whichever is later.
- D. SUBGRANTEE, BOARD, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, BOARD, and AGENT will enroll and track participants in the Ohio Workforce Case Management System (OWCMS). SUBGRANTEE, BOARD, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, BOARD, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
 - 1. Any income or profits earned, including such income or profits earned by subrecipients; and
 - 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), SUBGRANTEE, BOARD, and AGENT must have an entity-wide single audit during SFY 2016 and must send 1 copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, BOARD, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:
 - 1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 - 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 - 3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 - 4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, BOARD, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution.
 - 2. Any party to this Agreement may terminate after giving 90 days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, BOARD or AGENT if:
 - 1. ODJFS loses funding as described in ARTICLE VII.
 - 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, BOARD or AGENT.
 - 3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.338, as applicable, if SUBGRANTEE, BOARD, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe

- enforcement action by the federal awarding agency or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the federal award.
 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
 5. Withhold further federal awards for the project or program.
 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, BOARD, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, BOARD, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, BOARD, or AGENT fails to perform any obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE XI. NOTICES

- A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE, BOARD, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, BOARD, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, BOARD, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Area representatives at the addresses appearing on the signature page of the this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE XII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, BOARD, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, BOARD, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by the DOL or HHS will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. **Subawards**
 1. **Subgrants** – Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and corresponding HHS exceptions, 45 CFR 75.352.
 2. **Suspension and Debarment** – In accordance with 2 CFR 200.212 and 45 CFR 75.212, SUBGRANTEE, BOARD, and AGENT will not make any award or permit any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180 and 29 CFR 98.
 3. **Procurement** – SUBGRANTEE, BOARD, AGENT must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC Chapter 5101:9-4-01, as well as the federal procurement standards prescribed in 2 CFR 200.318 through 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 through 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 4. **Monitoring and Reporting Program Performance**– SUBGRANTEE, BOARD, and AGENT must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.
- C. **Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.331, SUBGRANTEE, BOARD, and/or AGENT, serving as the pass-through entity, must:
 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:
 - a. Federal Award Identification.
 - (1) Subrecipient name (must match the name associated with its unique entity identifier);

- (2) Subrecipient's unique entity identifier;
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see 2 CFR 200.39 federal award date);
 - (5) Subaward Period of Performance Start and End Date;
 - (6) Amount of Federal Funds Obligated by this action;
 - (7) Total Amount of Federal Funds Obligated to the subrecipient;
 - (8) Total Amount of the Federal Award;
 - (9) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (10) Name of federal awarding agency, pass-through entity, and contact information for awarding official,
 - (11) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each federal award and the CFDA number at time of disbursement;
 - (12) Identification of whether the award is for Research and Development; and
 - (13) Indirect cost rate for the federal award (including the de minimis rate if charged per 2 CFR 200.414).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
 - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
 - a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.331, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.207.
4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
 - a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - a. Training and technical assistance to subrecipient on program-related matters;
 - b. Performance of on-site reviews of the subrecipient's program operations; and
 - c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.
6. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that

necessitate adjustments to the pass-through entity's own records.

8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations. 78 Fed. Reg. 78608 (Dec. 26, 2013), as amended at 79 Fed. Reg. 75885 (Dec. 19, 2014).

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, SUBGRANTEE, BOARD, and AGENT hereby affirm current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, BOARD, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, BOARD, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, BOARD, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, BOARD, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, BOARD, AGENT, or subrecipients or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, BOARD, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 3. **Qualifications to Conduct Business** – SUBGRANTEE, BOARD, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, BOARD, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
 4. **Unfair Labor Practices** – SUBGRANTEE, BOARD, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, BOARD, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
 5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, BOARD, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.
- B. If at any time SUBGRANTEE, BOARD, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, BOARD, and AGENT. SUBGRANTEE, BOARD, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Americans with Disabilities** – SUBGRANTEE BOARD, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE, BOARD, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, BOARD, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE, BOARD, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE, BOARD, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
 3. **Ethics Laws** – SUBGRANTEE, BOARD, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. SUBGRANTEE, BOARD, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Conflict of Interest** – In addition to the WIOA restrictions listed in Article IV, SUBGRANTEE, BOARD, and AGENT must comply with the following, as applicable:
 - a. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, BOARD staff, OhioMeansJobs center operator, a direct provider of career or training services, SUBGRANTEE and BOARD, per 80 Fed. Reg. 20846 (April 16, 2015) (to be codified at 20 CFR 679.430), must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with

WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below.

- b. SUBGRANTEE, BOARD, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1 or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
- c. SUBGRANTEE, BOARD, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, BOARD, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, BOARD, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
- d. SUBGRANTEE, BOARD, and AGENT agree that SUBGRANTEE, BOARD, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, BOARD's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, BOARD, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, BOARD, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, BOARD, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
- e. SUBGRANTEE, BOARD, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

5. Lobbying Restrictions.

- a. WIOA Section 195 prescribes the following prohibitions on lobbying:
 - (1) Publicity Restrictions- No funds provided under WIOA shall be used for:
 - (a) Publicity or propaganda purposes; or
 - (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
 - (i) The enactment of legislation before Congress or any State or local legislature or legislative body; or
 - (ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
 - (2) Exception - Subparagraph (1) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships;
 - (b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
 - (c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
 - (3) Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
 - (4) Exception - Subparagraph (3) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships; or
 - (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
 - b. SUBGRANTEE, BOARD, and AGENT each affirms that no federal funds paid to SUBGRANTEE, BOARD, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, BOARD, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
 - c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, BOARD, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
 - d. SUBGRANTEE, BOARD, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
 - e. SUBGRANTEE, BOARD, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
6. **Child Support Enforcement** – SUBGRANTEE, BOARD, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, BOARD, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
7. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, BOARD, and AGENT

each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.

8. **Drug-Free Workplace** – SUBGRANTEE, BOARD, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, BOARD, and AGENT will make a good faith effort to ensure that none their officers, employees, members, and subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
9. **Work Programs** – SUBGRANTEE, BOARD and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
10. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, BOARD, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
11. **Buy American Requirements** (41 USC 10a) – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, BOARD, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
12. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, BOARD, and AGENT each agrees to comply with all salary and bonus limitations.
13. **Environmental Protections** – SUBGRANTEE, BOARD, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, BOARD and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201. Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
14. SUBGRANTEE, BOARD, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
15. If applicable, SUBGRANTEE, BOARD, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, and Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
16. Pursuant to 22 USC 7104(g), this Agreement may be terminated without penalty if SUBGRANTEE, BOARD, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time this Agreement or any subcontracts or subagreements are in effect, or
 - b. Uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
17. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, BOARD, and AGENT are encouraged to adopt and enforce on- the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
18. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, BOARD, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
19. **Rights to Inventions** – If applicable, if any products or services provided under this Agreement meet the definition of “funding agreement” under 37 CFR 401.2(a), and SUBGRANTEE, BOARD or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the SUBGRANTEE, BOARD or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
20. **Civil Rights Assurance** – The SUBGRANTEE, BOARD and AGENT hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).
21. **Certification of Compliance** – SUBGRANTEE, BOARD and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

ARTICLE XIV: CONFIDENTIALITY

- A. SUBGRANTEE, BOARD, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
 1. WIOA Section 501.
 2. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Compensation information.
 3. The Privacy Act (5 USC 552a).
 4. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIOA Section 501(a).
 5. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.

6. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 7. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 8. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 9. ORC 3304.21 regarding use of information relative to participants of programs administered by the Ohio Rehabilitation Services Commission.
 10. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 11. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 12. OAC 5101-1-1-03 regarding disclosure of recipient information.
 13. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 14. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
- B. SUBGRANTEE, BOARD, and AGENT will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all the provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, BOARD, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.
- C. SUBGRANTEE, BOARD, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
- D. SUBGRANTEE, BOARD, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
- E. SUBGRANTEE, BOARD, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, BOARD and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
- F. SUBGRANTEE, BOARD, and AGENT will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
- G. SUBGRANTEE, BOARD, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions that pertain to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, BOARD, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, BOARD, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107((d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Local Area, SUBGRANTEE, BOARD, AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.
- D. **Infringement of Patent or Copyright:** To the extent allowable by law and subject to ORC 109.02, SUBGRANTEE agrees to defend any suit or proceeding brought against ODJFS, any official or employee of ODJFS acting in his or her official capacity, or the State of Ohio due to any alleged infringement of patent or copyright arising out of performance of this Agreement, including all work, services, materials, reports, studies, and computer programs provided by SUBGRANTEE, BOARD, or AGENT. ODJFS will provide prompt written notification of such suit or proceeding; full right, authorization, and opportunity to conduct the defense thereof; and full disclosure of information along with reasonable cooperation for defense of the suit. ODJFS may participate in the defense of any such action. SUBGRANTEE agrees to pay all damages and costs awarded against ODJFS, any official or employee of ODJFS in his or her official capacity, or the State of Ohio as a result of any suit or proceeding referred to in this Section. If any information and/or assistance are furnished by ODJFS at SUBGRANTEE's written request, it is at SUBGRANTEE's expense. If any materials, reports, or studies provided by SUBGRANTEE, BOARD, or AGENT are found to be infringing items and the use or publication thereof is enjoined, SUBGRANTEE agrees, at its own expense and at its option, to procure the right to publish or continue use of such infringing materials, reports, or studies; replace them with non-infringing items of equal value; or modify them so that they are no longer infringing. SUBGRANTEE obligations under this Section survive the termination of this Agreement, without limitation.
- E. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, BOARD or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, BOARD, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, BOARD, and AGENT under this Agreement.
- F. **Delay:** No party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed

revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE XI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, BOARD, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.

G. Intellectual Property Rights.

1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, BOARD, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”

H. Risk Assessment. In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE, BOARD, and AGENT’s risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, BOARD, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.

I. Counterpart Language. This Agreement may be executed in 1, or more than 1 counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute 1 and the same agreement.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT
SIGNATURE PAGE
G-1617-15-0190**

IN WITNESS WHEREOF, the parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

Belmont County Department of Job and Family Services

**310 Fox Shannon Place
St. Clairsville, Ohio 43950**

Vince Gianangeli, Director

Printed Name & Title

Vince Gianangeli /s/ 7-16-15

Signature Date

Matt Coffland, Belmont County Commissioner

Printed Name & Title

Matt Coffland /s/ 7-22-15

Signature Date

Tom White, Carroll County Commissioner

Printed Name & Title

Signature Date

Don Bethel, Harrison County Commissioner

Printed Name & Title

Signature Date

Dr. Thomas Graham, Jefferson County Commissioner

Printed Name & Title

Signature Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE ENGINEER’S
PROJECT 15-4 BEL-2.4.50 AND BEL-54-3.40 AND 3.60 SLIP REPAIR TO
OHIO-WEST VIRGINIA EXCAVATING COMPANY**

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for the Belmont County Engineer’s Project 15-4 BEL-2-4.50 and BEL-54-3.40 & 3.60 Slip Repair project to low bidder, Ohio-West Virginia Excavating Co., in the amount of \$214,214.00 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes

Mrs. Favede Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of June 10, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR OIL AND GAS PIPELINES AND COMPRESSOR STATIONS AND INFRASTRUCTURE WITH RICE ENERGY INC./BLACKFIN PIPELINE

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Rice Energy, LLC, effective July 22, 2015, for the use of 2.08 miles of CR 86 (Pugh Ridge Road) for the purpose of ingress and egress for "Pipeline Activity" at the Blackfin Pipeline.

Note: County Wide Bond B008958 for \$3 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and **Rice Energy Inc.** whose address is 400 Woodcliff Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

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

WHEREAS, Operator intends to commence use 2.08 miles of CR 86 (PUGH RIDGE ROAD) for the purpose of ingress to and egress from the pipeline facilities the BLACKFIN PIPELINE, for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

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

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

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline Activity, prior to the start of Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR 86 (PUGH RIDGE ROAD) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-101 (SAFFELL CHURCH ROAD) and ending at the intersection with TR-106 (W BROWN-PEAVINE ROAD). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 86 (PUGH RIDGE ROAD) for any of its Pipeline Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Pipeline Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$832,000 & 00/100 DOLLARS (\$400,000.00 per mile paved). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.

- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
 - 6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
 - 7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
 - 8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 - 9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
 - 10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
 - 11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
 - 12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 - 13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
 - 14. Agreement shall be governed by the laws of the State of Ohio.
 - 15. This Agreement shall be in effect on July 22, 2015.
- Executed in duplicate on the dates set forth below.

Authority

Operator

By: Matt Coffland /s/

By: Joseph C. Mallow /s/

Commissioner

By: Ginny Favede /s/

Printed name: Joseph C. Mallow

Commissioner

By: Mark A. Thomas /s/

Company Name: Rice Energy Inc.

Commissioner

By: Fred F. Bennett /s/

Title: Director, Permitting & Construction

County Engineer

Dated: 7-22-15

Dated: 7-16-15

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Pipeline Activity.
- 3) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 4) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 5) Reimburse the Authority for minor maintenance of the roads during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 8) Operator has obtained a County-Wide Bond in the amount of \$3,000,000 (Three Million Dollars) for use of any County Road. Bond Number B008958 is on file at the County Engineer's Office.

Authority shall:

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

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING OF THE OHIO PUBLIC WORKS COMMISSION

PROJECT GRANT AGREEMENT/LOCAL TRANSPORTATION IMPROVEMENT PROGRAM FOR THE CR2-4.50 & CR 54-3.40 & 3.60 SLIP REPAIR PROJECT/ENGINEER'S

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commissioner Matt Coffland to sign on behalf of the Board to enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **CR2-4.50, (Deep Run Road) and CR 54-3.40 & 3.60 (Pipe Creek Road) Slip Repair** in the amount of \$296,000.00, OPWC Project Grant Control Number CU48R, based upon the recommendation of Fred Bennett, County Engineer.

Note: Project is funded 90% OPWC, 10% MVGT

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE NOTICE OF AWARD, CONTRACT AND NOTICE TO PROCEED FOR THE VILLAGE OF BETHESDA & BRIDGEPORT/ STREET IMPROVEMENTS/CDBG PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Notice of Award, Contract and Notice to Proceed for the Village of Bethesda & Bridgeport Street Improvements Project, a Community Development Block Grant project, for Litman Excavating, Inc. in the amount of \$ 71,119.00 based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

NOTICE OF AWARD

To: Litman Excavating, Inc.
836 1st Street
New Martinsville, Ohio 26155

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in the Villages of Bethesda & Bridgeport, Belmont County, Ohio

The OWNER has considered the BID submitted by you on June 17, 2015 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 71,119.00.

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

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

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

Dated this 22nd day of July, 2015.

Belmont County Commissioners
Owner
By: Mark A. Thomas /s/
Name: Mark A. Thomas

CONTRACT

THIS AGREEMENT made this 22nd day of July, 2015, by and between Litman Excavating, Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

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

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, VILLAGES OF BETHESDA & BRIDGEPORT STREET IMPROVEMENTS PROJECT², and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated June 12, and ___ dated _____ all as prepared by Street Engineering acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

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

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

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

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

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

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

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

CONTRACTOR: Litman Excavating, Inc.

OWNER: Belmont County Commissioners

Signature

Typed/printed name

Title

Mark A. Thomas /s/

Signature
Mark A. Thomas

Typed/printed name
President

Title

APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
 Prosecuting Attorney

NOTICE TO PROCEED

To: Litman Excavating, Inc.
836 1st Street
New Martinsville, Ohio 26155

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in the Villages of Bethesda & Bridgeport, Belmont County, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated July 22, 2015 on or before July 31, 2015. The date of completion of all WORK is September 30, 2015.

Belmont County Commissioners

Owner

By: Mark A. Thomas /s/

Name: Mark A. Thomas

Title: President

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE TOURISM COUNCIL FOR ADDITIONAL MONIES FROM THE LODGING TAX RECEIPTS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$83,000.00 from the lodging tax receipts for the month of July to cover additional expenses for a property purchase from CSX Real Property, Inc. for the Great Stone Viaduct Historical Education Society, Inc.

Note: This is in addition to their monthly allotment for operating expenses.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS TO LOCAL AREA 16 WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) BOARD

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following appointments and reappointments to the Local Area 16 Workforce Innovation and Opportunity Act (WIOA) Board, for a two-year term effective July 1, 2015 through June 30, 2017:

<u>Appointments:</u>	<u>Representation:</u>
Ed Good, Utility Workers Union of America, AFL-CIO	Labor Organization
Tim Merryman, Pipefitters Local	Labor Organization
Tim Houston, Belmont College	Post-Secondary Education
Larry Merry, Director, Bel. Co. Port Authority	Economic Development
Marc Manheim, Opportunities for Ohioans with Disabilities	Rehabilitation Act
Amy Stollar, ODJFS	Wagner Peyser

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS TO LOCAL AREA 16 WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) YOUTH COUNCIL

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following appointments to the Workforce Innovation Opportunity Act (WIOA) Youth Council, for a two year term effective July 1, 2015 through June 30, 2017:

WIOA Youth Council Appointments:

Susan Stobbs, Director	Community Action Commission of Belmont County
Planning/Development	Children Services/BCDJFS
John LaRoche, Supervisor	BCDJFS
Mike Schlantz, Supervisor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION TO ENTER INTO AN ECONOMIC DEVELOPMENT REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE STATE OF OHIO DEVELOPMENT SERVICES AGENCY FOR THE PERIOD JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution to enter into an economic development revolving loan fund administration agreement with the State of Ohio Development Services Agency for the period January 1, 2015 through December 31, 2017.

WHEREAS, the County has been a recipient of Community Development Block Grant Economic Development grant funds administered by the State of Ohio and Belmont County, as a result of the program, received Program Income and has established a Revolving Loan Fund program;

WHEREAS, the County wishes to continue to operate this fund to benefit the County's expansion of its economic base and encourage increased employment opportunities, particularly for low- and moderate- income persons;

BE IT RESOLVED; that the County will adopt and abide by the terms of the administration as set forth by the State of Ohio in the Revolving Loan Fund Administration Agreement effective January 1, 2015 through December 31, 2017 and Commission President Mark A. Thomas be authorized to sign the agreement.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

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

**ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
ADMINISTRATION AGREEMENT**

This Economic Development Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **Belmont County Commissioners**, located at 101 W. Main Street, St. Clairsville, Ohio 43950 with F.T.I. Number: FTI 34-6000236 (the "Grantee"), and shall be effective beginning **January 1, 2015** (the "Effective Date") and **terminate December 31, 2017** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Economic Development Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Economic Development Revolving Loan Fund.

D. Grantor desires to have Grantee to administer an Economic Development Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer an Economic Development Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # _____ on July 22, 2015__ (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Economic Development Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Economic Development Program Income into an Economic Development Revolving Loan Fund account held by the Grantee.
2. **Definitions.**
 - a) Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.
 - b) Economic Development Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds for economic development, downtown revitalization, and microenterprise business development activities.
3. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Within ninety (90) days after execution of this Agreement Grantee shall update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual and the Local RLF Plan.
4. **CDBG Economic Development RLF Consolidation.** Grantee shall consolidate all existing Economic Development RLF, Downtown RLF, and Microenterprise RLF accounts into an Economic Development RLF Account held by the Grantee no later than December 31, 2015.
5. **Loan Approvals.** Grantee shall submit to Grantor an RLF grant/loan approval request for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local RLF project.
6. **National Objective Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.
7. **Subrecipient Agreements.** Grantee shall not subgrant the Economic Development Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.
8. **Accounting of RLF Funds.** RLF Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.
9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than thirty (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.
10. **Compliance with General CDBG Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).
11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Economic Development Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.
12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.
13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 231 (f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.
14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 22 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of the Office of Management and Budget (OMB) Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Community Development (OCD) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition:

a. **If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to Grantor's Audit Office:**

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OCD-awarded grant.
- v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to Grantor's Audit Office.

c. **The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations. The Supplement is published annually by OMB as is made available at http://www.whitehouse.gov/omb/financial_fin_single_audit.**

d. **Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.**

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 22, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

22. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.

b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

23. **Effects of Termination.** Within 60 days after termination of Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
24. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
25. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee 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 Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
26. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
27. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of Agreement and the grant of funds made pursuant to Agreement and may result in the loss of other contracts or grants with the State of Ohio.
28. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
29. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.
30. **Public Records.** Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
31. **Miscellaneous.**
- a. **Governing Law.** Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. **Forum and Venue.** Grantee 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 Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to Agreement shall be brought only in a court in Columbus, Ohio.
- c. **Entire Agreement.** Agreement, including its exhibits 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 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 Agreement.
- d. **Severability.** Whenever possible, each provision of Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of 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. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
- ii. In the case of Grantee, to:
Grantee Name: Belmont County Commissioners _____
Address: 101 W. Main Street _____
City, State, Zip: St. Clairsville, Ohio 43950 _____
Attention: Mark A. Thomas, President _____

- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in Agreement are inserted for convenience only and shall not be deemed to be a part of Agreement.
- i. Assignment. Neither Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

By: Mark A. Thomas /s/
Printed Name: Mark A. Thomas
Title: President
Date: 7-22-15

GRANTOR

State of Ohio
Development Services Agency
David Goodman, Director
By: _____

Printed Name: _____
Title: _____

IN THE MATTER OF AAA REGION 9 TITLE III AND STATE BLOCK GRANT APPLICATION

Motion made by Mrs. Favede to approve and authorize Commission President Mark A. Thomas to sign the Area Agency on Aging Region 9 (AAA9) Title III and State Block Grant Application on behalf of Senior Services of Belmont County.

DISCUSSION HELD: After a brief discussion it was decided to hold on this motion until the Board has seen a completed application and has more information regarding the grant.

Motion died for lack of a second.

IN THE MATTER OF APPROVING QUOTE FROM HUGHES XEROGRAPHIC FOR TWO WORKCENTER 7225 OFFICE MACHINES/SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve quote from Hughes Xerographic in the amount of \$4,850.00 each for the purchase of two Workcenter 7225 office machines for Senior Services of Belmont County.

Note: The total cost of \$9,700.00 will be paid from Senior Services levy funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION OF KELLY PORTER, PROJECT MANAGER, BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Mr. Kelly Porter, Project Manager for the Belmont County Sanitary Sewer District, effective August 21, 2015.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas noted that Mr. Porter was a very effective Project Manager.

IN THE MATTER OF ADOPTING RESOLUTION DECLARING AN EMERGENCY EXCEPTION TO COMPETITIVE BIDDING: COURTHOUSE ELEVATOR REPAIR

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution declaring an emergency exception to competitive bidding for the replacement of the single bottom hydraulic cylinder for the courthouse elevator.

RESOLUTION

The Belmont County Board of Commissioners met in regular session on July 22, 2015, with the following members present:

- Commissioner Thomas
- Commissioner Favede
- Commissioner Coffland

Mr. Thomas moved to adopt the following resolution:

WHEREAS, Ohio Revised Code, Section 307.86 (A)(1), permits a board of county commissioners to exempt a project from competitive bidding when it has been determined that a real and present emergency exists and the estimated cost is less than one hundred thousand dollars; and

WHEREAS, the only elevator that services the Belmont County Courthouse failed its Alteration Inspection on June 19, 2015, due to violations of the Ohio Elevator Code and ASME A17.1; single-bottom hydraulic cylinder; and

WHEREAS, the Ohio Department of Commerce has issued a Certificate of Temporary Operation that provides ninety (90) days for replacement of the existing cylinder with an ASME A17.1 – 2000 Code compliant cylinder and sealed cylinder protection liner; and

WHEREAS, the Belmont County Commissioners must now ensure that all repairs to the courthouse elevator are completed by September 17, 2015, as required by the State of Ohio not only to avoid potential loss of operating privileges but also to protect the safety of their employees and the general public; and

NOW, THEREFORE BE IT RESOLVED, that the Belmont County Board of Commissioners does hereby declare this situation to be a real and present emergency and therefore accepts the proposal from ThyssenKrupp Elevator Corporation in an amount not to exceed \$71,565.00 to furnish the necessary labor and materials to replace the existing single-bottom hydraulic cylinder as herein described.

Mr. Coffland seconded the foregoing resolution and upon vote the resolution was unanimously adopted.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas explained it was represented to the Board of Commissioners that the hydraulic cylinder was not needed when the new elevator was being proposed. Now it has been determined it is needed to get an approved State Certificate of Use.

OPEN PUBLIC FORUM – Richard Hord inquired how the Mall Road Connector Project was progressing. Mr. Thomas replied it is moving along. Mrs. Favede stated the TID will be presenting an application for Round 2 funding in early October. Mr. Thomas said there is no definite completion date but it will be a good two years for the entire project to be completed.

Reconvened Friday, July 24, 2015 at 10:07 a.m. Commissioners Thomas and Coffland present. Commissioner Favede absent.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:07 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:07 a.m.

Upon roll call the vote was as follows:

Mark A. Thomas /s/ COUNTY COMMISSIONERS

Ginny Favede /s/

Matt Coffland /s/

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

Mark A. Thomas /s/ PRESIDENT

Jayne Long /s/ CLERK