

St. Clairsville, Ohio

July 6, 2011

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Fax Line-Magistrate/General Fund	69.67
A-Belmont Co. Agricultural Society	2011 Approp. & misc. expenses/General Fund	27,200.00
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Jack A. Hamilton & Assoc.	Professional Services-GIS Projects/General Fund	8,997.50
A-John M. Solovan, II	Reimburse conference travel/General Fund	208.17
A-Riesbecks Food Markets	Refreshments for ORAS meeting-Common Pleas/General Fund	29.95
N-Carr Concrete	Bridge Beams/Bridge & Retaining Wall Constr. Improv. Fund	22,173.00
O-Ohio Dept. of Development	July Fox Commerce Loan Payment/Fox Commerce Park/St OH Loan	3,281.81
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	1,312.50
S-Sam's Club/GEMB	Food, supplies & expenses/Oakview Juvenile Residential Center	522.45
W-Delinquent Tax Collectors of Ohio	Tax collection services/DRETAC Treasurer's Office Fund	2,040.19
W-Matthew Bender & Co.	Books/Law Library Fund	1,061.30
Y-Health Plan of the Upper Ohio Valley	July Premium/Employers Share Holding Account	349.65
Y-Health Plan PPO	July Premium/Employers Share Holding Account	320,162.25

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for July 6, 2011 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$422.21; \$78,799.43; \$503.55
A-GENERAL/AUDITOR	\$2,215.91
A-GENERAL/EMA	\$2,179.85
A-GENERAL/JUVENILE COURT	\$46.80
A-GENERAL/SHERIFF	\$7,827.21
A-GENERAL/911	\$3,550.37
H-Job & Family, CSEA	\$9,132.06
H-Job & Family, Public Assistance	\$52,011.25
H-Job & Family, WIA	\$9,376.10; \$46,125.09
J-Real Estate Assessment	\$40,249.84
K-Engineer MVGT	\$922.00; \$514.26; \$47,412.55
M-Juvenile Ct. – Care & Custody	\$356.72
M-Juvenile Ct. – Intake Coordinator	\$227.16
M-Juvenile Ct. – TruantOfficer Grant	\$532.00
M-Juvenile Ct. – Title IV-E Reimb.	\$1,006.63
P-Oakview Bldg.	\$2,200.52
P-Sanitary Sewer District	\$3,875.57; \$363.14
S-Certificate of Title Admn Fund	\$824.49
S-District Detention Home	\$5,740.68
S-Job & Family, Children Services	\$3,298.74; \$26,102.34
S-Juvenile Ct. Gen. Special Projects	\$1,653.91
S-Oakview Juvenile Residential Center	\$25,939.56
S-Sheriff Commisary	\$1,695.66
S-Western Ct. Gen. Special Projects	\$785.94

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR**  
**ALTERNATIVE SCHOOL FUND/JUVENILE COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the Alternative School Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
<b>ALTERNATIVE SCHOOL</b>	<b>ALTERNATIVE SCHOOL</b>	
E-0400-M067-M05.008 Insurances	E-0400-M067-M02.003 PERS	\$ 3,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#3</b>	<b>WWS#3</b>	
E-3702-P005-P31.000 OE OPER	E-3702-P005-P28.000 Travel & Exp.	300.00
<b>SSD#2</b>	<b>SSD#2</b>	
E-3705-P053-P15.000 OE OPER	E-3705-P053-P12.000 Travel & Exp.	100.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
THE OAKVIEW JUVENILE REHABILITATION FUND**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S64.012 Equipment	E-8010-S030-S51.002 Salaries	\$ 2,656.42

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 6, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to request the Belmont Co. Budget Commission certify the following monies **GENERAL FUND - \$ 525.00** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 07/01/11. *Note: This is for - Balance of remaining storm damage to Adult Probation Bldg. D/L 8/04/10. Claim #160021163*

**\$1,623.12** paid into R-0050-A000-A45.500 Refunds & Reimbursements on July 1, 2011 for refund of credit balance at The Sherwin-Williams Company for Jail Maintenance.

**\$3,060.01** paid into R-0050-A000-A45.500 Refunds & Reimbursements on July 6, 2011 for reimbursement from Engineer for repairs at the Lloydsville Garage.

Upon roll call the vote was as follows:

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

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

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

**BCDJFS** – Vince Gianangeli to travel to Columbus, OH, on July 15, 2011, to attend OJFSDA Fiscal Comm. Meeting. Estimated expenses: \$12.00

**ENGINEER** - Steven Clark, Sign Worker, to travel to New Philadelphia, OH, on Sept. 8, 2011, to attend Ohio LTAP Traffic Sign Retroreflectivity Inspection Training. Estimated expenses: \$35.00

Shereza O'Hara to travel to Steubenville, OH, on Sept. 16, 2011, to attend The Ohio Government Unit Certified Public Records Training.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REGULAR MEETING OF  
BOARD OF COMMISSIONERS TO BE HELD AT  
THE PAVILION AT JAMBOREE IN THE HILLS SITE**

Motion made by Mr. Coffland, seconded by Mrs. Favede to hold the regular meeting of the Board of Commissioners at 10:00 a.m. Wednesday, July 13, 2011, in the Pavilion at Jamboree in the Hills, 43510 National Rd., Morristown and to reconvene at the Courthouse at 12:00 p.m. for the FY 2012 Budget Hearing and to notify media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIDDEN SPRINGS SUB  
FOURTH ADDITION  
RICHLAND TWP. SEC 18, T-7, R-4**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date July 6, 2011

Motion made by Mr. Coffland, seconded by Mrs. Favede to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Hidden Springs Subdivision, 4<sup>th</sup> Addition, Richland Township Sec 18, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: Cindi Henry, F.O., Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 20th day of July, 2011, at 11:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

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

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

**IN THE MATTER OF AUTHORIZING THE SIGNING OF  
OPWC LOCAL TRANSPORTATION IMPROVEMENT  
PROGRAM PROJECT AGREEMENT FOR THE BEL-10-19.13  
BRIDGE REPLACEMENT PROJECT/ENGINEER'S**

Motion made by Mr. Coffland, seconded by Mrs. Favede to authorize Commissioner Charles R. Probst, Jr. to sign on behalf of the Board to enter into the Ohio Public Works (OPWC) Local Transportation Improvement Program Project Agreement for the **BEL-10-19.13 Bridge Replacement Project** in the amount of \$400,000.00, OPWC Project # CRW06.

*Note: This bridge is located on CR 10 (Barton-Blaine Road), 3.2 miles north of US 40 over Wheeling Creek )*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR  
ENGINEER'S PROJECT 11-5, BEL-10-19.13 BRIDGE  
REPLACEMENT PROJECT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to advertise for bids for the Belmont County Engineer's Project 11-5, BEL-10-19.13 Bridge Replacement Project, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**NOTICE TO BIDDERS**  
**BELMONT COUNTY COMMISSIONERS' OFFICE**  
**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:15 A.M.** (Local Time) **Wednesday, July 27, 2011** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **Engineer's Project 11-5, BEL-10-19.13, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by June 1, 2012.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

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

**Times Leader Advertisement: Two (2) Mondays: July 11, 2011 and July 18, 2011**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT RENEWAL WITH  
REBECCA SAFKO ON BEHALF OF BCDJFS TO PROVIDE WIA  
AREA 16 FISCAL SERVICES**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into a contract renewal with Rebecca Safko on behalf of Belmont County Department of Job & Family Services, in the amount not to exceed \$23,692.50, effective August 1, 2011 through July 31, 2012 to provide WIA Area 16 fiscal services.

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

**Whereas**, this contract, entered into on this 6th, day of July, 2011, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA Area 16 fiscal services that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, #17.260, #17.277, and #17.278) for the costs incurred under this contract.

**II PARTIES**

The parties to this agreement are as follows:

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

**Contractor:** Rebecca Safko  
1446 Iroquois Drive  
Pittsburgh, PA 15205  
412-489-5464 or 740-632-4671 cell

**III CONTRACT PERIOD**

This contract and its terms will become effective on August 1, 2011. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is July 31, 2012. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

**IV DEFINITIONS**

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

Allowable Costs

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

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

Performance

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

Proportional payment

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

Services

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

WIA

WIA is the Workforce Investment Act.

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. Contractor shall provide the following fiscal services to Workforce Area 16: act as liaison between Area 16 and state and federal monitors and auditors; performance of cash flow forecasting; weekly draw requests; monthly uploads; review County's funding requests; reconcile funds with counties' monthly reports; maintain WIA Area 16 fiscal documentation; provide technical assistance to counties as necessary; perform fiscal monitoring in each county; prepare and present fiscal reports to the COG and the WIB; act as liaison between ODJFS, Area 16 and individual counties; assist counties with WIA A-133 audits as needed; assist with WIA Area 16 A-133 audits; maintain fiscal documentation; prepare quarterly One Stop MOU cost sharing invoices; prepare Area 16 01992 forms and monthly detail as requested and other fiscal duties as requested by the fiscal agent; complete close-out procedures; make recommendations on reporting, internal controls, etc., as needed; attend and report to the COG and/or WIB quarterly; visit each county at least twice.

2. Contractor must be trained to use the Area Consolidation and Reporting System (ACRS) software. ACRS is used for cash flow forecasts, weekly draw requests, monthly financial uploads, maintaining and monitoring allocations for each WIA funding source and reporting financial information to Area 16. Contractor must develop an understanding of the various reports in ACRS and share the reports with each county in the area by pdf. file each month.

3. Contractor shall meet all service requirements of this contract.

Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

4. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
5. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Investment Act program and related activities as they apply to all counties in WIA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Service Requirements**

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIA programs.

**D. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

**E. Performance Reporting**

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

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

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to

both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act Funds (CFDA # 17.258, #17.259, and #17.260). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$23,692.50**.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

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

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

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

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

**Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$23,692.50.**

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

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

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board in connection with any omission or negligent action.

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

**XXXIII COPELAND "ANTI-KICKBACK" ACT**

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

**XXXIV DAVIS-BACON ACT**

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

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX PROCUREMENT**

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

**XL COPYRIGHTS AND RIGHTS IN DATA**

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

**XLI PATENT RIGHTS**

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

**XL SIGNATURES**

<u>Dwayne D. Pielech /s/</u>	<u>6-28-11</u>
<b>Dwayne D. Pielech, WIA Area 16 Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<u>Matthew Coffland /s/</u>	<u>7/6/11</u>

<b>Matthew Coffland,</b> <b>President, Belmont County Commissioner</b> <i>Ginny Favede /s/</i>	<b>Date</b> 7/6/11
<b>Ginny Favede,</b> <b>Belmont County Commissioner</b>	<b>Date</b>
<b>Charles Probst,</b> <b>Belmont County Commissioner</b>	<b>Date</b>
<b>Rebecca Safko,</b> <b>Consultant</b> <i>Chris Berhalter /s/</i>	<b>Date</b> 7-5-11
<b>Approved as to form:</b> <b>Belmont County Prosecutor</b> Upon roll call the vote was as follows:	<b>Date</b>
Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

**IN THE MATTER OF ENTERING CONTRACT WITH  
REBECCA SAFKO ON BEHALF OF BCDJFS FOR WIA  
AREA 16 PROGRAM MONITORING SERVICES JUNE 1, 2011-JULY 31, 2011**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into contract with Rebecca Safko on behalf of Belmont County Department of Job & Family Services for WIA Area 16 Program Monitoring services effective June 1, 2011 through July 31, 2011 in the amount of \$4,500.00.

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

**Whereas**, this contract, entered into on this 6<sup>th</sup>. day of July 2011, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal and Administrative Agent for Workforce Area 16, and Rebecca Safko doing business at 1446 Iroquois Drive, Pittsburgh, Pennsylvania 15205 (hereinafter referred to as the Provider).

**PURPOSE**

The purpose of this contract is for the purchase of the performance of the following services: WIA Area 16 program monitoring services for the fiscal year July 1, 2010 through June 30, 2011 that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code, and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, #17.277, #17.278, and #17.260) for the costs incurred under this contract.

**AGREEMENT PERIOD**

This Agreement will be effective from June 1, 2011 through July 31, 2011, unless otherwise terminated.

**COST**

Cost to WIA Area 16 Counties of Belmont, Carroll, Harrison, and Jefferson for services provided shall not exceed \$4,500.00 (four thousand five hundred dollars) within the Agreement period.

**PAYMENT FOR SERVICES**

Rebecca Safko agrees that upon completion of services for each County each month, an invoice shall be submitted to the Board for services rendered. The Purchaser shall review such invoices for completeness of information and accuracy before authorizing payment within fourteen (14) days of receipt of an accurate invoice.

**CIVIL RIGHTS**

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any individual because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this Agreement.

**TERMINATION**

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Purchaser, the Purchaser may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date.

In the event the Purchaser does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Purchaser with written notice 30 days in advance of the termination date.

**AMENDMENT OF CONTRACT**

This Agreement may be amended at any time during the Agreement period by a written addendum signed by both parties.

**INDEMNIFICATION**

Provider agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Provider, its officers, agents, employees and independent contractors.

Purchaser agrees to indemnify and hold harmless Rebecca Safko and her employees against all losses, claims, damages, liabilities, and/or related expenses incurred through the provision of services under this agreement.

**CONFIDENTIALITY**

To the extent provided by Ohio public records laws, the 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 the recipients or their guardians.

**SIGNATURES**

<i>Dwayne D. Pielech /s/</i>	6-28-11
_____ Dwayne D. Pielech, WIA Area 16 Director Belmont County Department of Job and Family Services	_____ Date
_____ Rebecca Safko, Consultant	_____ Date
<i>Matt Coffland /s/</i>	7/6/11
_____ Matthew Coffland President, Belmont County Commissioners	_____ Date



<u>Ginny Favede /s/</u>	7/6/11
Ginny Favede Belmont County Commissioner	Date
Charles Probst Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	7-5-11
Chris Berhalter Belmont County Prosecutor (as to form)	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT WITH  
REBECCA SAFKO ON BEHALF OF BCDJFS FOR WIA  
AREA 16 PROGRAM MONITORING SERVICES JULY 1, 2011- JULY 31, 2012**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into contract with Rebecca Safko on behalf of Belmont County Department of Job & Family Services for WIA Area 16 Program Monitoring services effective July 1, 2011 through July 31, 2012 in the amount of \$4,500.00.

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

**Whereas**, this contract, entered into on this 6<sup>th</sup>. day of July 2011, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal and Administrative Agent for Workforce Area 16, and Rebecca Safko doing business at 1446 Iroquois Drive, Pittsburgh, Pennsylvania 15205 (hereinafter referred to as the Provider).

**PURPOSE**

The purpose of this contract is for the purchase of the performance of the following services: WIA Area 16 program monitoring services for the fiscal year July 1, 2011 through June 30, 2012 that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code, and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, #17.277, #17.278, and #17.260) for the costs incurred under this contract.

**AGREEMENT PERIOD**

This Agreement will be effective from July 1, 2011 through July 31, 2012, unless otherwise terminated.

**COST**

Cost to WIA Area 16 Counties of Belmont, Carroll, Harrison, and Jefferson for services provided shall not exceed \$4,500.00 (four thousand five hundred dollars) within the Agreement period.

**PAYMENT FOR SERVICES**

Rebecca Safko agrees that upon completion of services for each County each month, an invoice shall be submitted to the Board for services rendered. The Purchaser shall review such invoices for completeness of information and accuracy before authorizing payment within fourteen (14) days of receipt of an accurate invoice.

**CIVIL RIGHTS**

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any individual because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to any method of appeal will be made available to all persons served under this Agreement.

**TERMINATION**

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Purchaser, the Purchaser may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date.

In the event the Purchaser does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Purchaser with written notice 30 days in advance of the termination date.

**AMENDMENT OF CONTRACT**

This Agreement may be amended at any time during the Agreement period by a written addendum signed by both parties.

**INDEMNIFICATION**

Provider agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Provider, its officers, agents, employees and independent contractors.

Purchaser agrees to indemnify and hold harmless Rebecca Safko and her employees against all losses, claims, damages, liabilities, and/or related expenses incurred through the provision of services under this agreement.

**CONFIDENTIALITY**

To the extent provided by Ohio public records laws, the 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 the recipients or their guardians.

**SIGNATURES**

<u>Dwayne D. Pielech /s/</u>	6-28-11
Dwayne D. Pielech, WIA Area 16 Director Belmont County Department of Job and Family Services	Date
Rebecca Safko, Consultant	Date
<u>Matt Coffland /s/</u>	7/6/11
Matthew Coffland President, Belmont County Commissioners	Date
<u>Ginny Favede /s/</u>	7/6/11
Ginny Favede Belmont County Commissioner	Date

Charles Probst Belmont County Commissioner <i>Chris Berhalter /s/</i>	Date 7-5-11
Chris Berhalter Belmont County Prosecutor (as to form)	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY  
INCREASE FOR BRIAN WARE, BELMONT COUNTY  
SANITARY SEWER DISTRICT EMPLOYEE**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve a one dollar (\$1.00) per hour pay increase effective May 11, 2011 for Brian Ware who has obtained his Class I Water Distribution Operator License, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District; Mr. Ware will be reclassified as a Utility Worker I per the Belmont County Water & Sewer Department Job Classification Handbook

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING CHANGE ORDER #1 FOR  
ERB ELECTRIC CO., INC. FOR BELMONT CO. COURTHOUSE ANNEX #3**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and sign Change Order #1 in the amount of \$9,580.00 for Erb Electric Co., Inc. for the Belmont County Courthouse Annex #3 project (former Thoburn Church) based upon the recommendation of Larry Siebieda, Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING INVOICE FROM  
ERB ELECTRIC/BELMONT CO. JAIL CAMERA UPGRADE PROJECT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve invoice #2096961 from Erb Electric in the amount of \$5,960.88 for various electrical and computer connections for the Belmont County Jail Security Camera Upgrade project.

Upon roll call the vote was as follows:

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

**ANNOUNCEMENT RE: MEETING IN BARTON WITH EPA**

Mrs. Favede announced on Monday, July 11, at 6:00 p.m., there will be a meeting in Barton at the Social Hall with the Kelly Capuzzi and Abbott Stevenson of the EPA, a representative from ODNR, and Bev Riddle from the Soil & Water Conservation Office. The EPA will be presenting their results of the water testing from the creek and looking at some of the possibilities for the issues they have in Barton with the septic systems.

**OPEN PUBLIC FORUM** – County resident Todd Zdanski offered to assist the board with his knowledge and experience with what goes on along McMahon Creek and the changes that have taken place and affect this area to this point. This creek recently flooded due to heavy rainfall. He said he worked with a coal company in engineering and has a good amount of knowledge about drainage and drainage controls. He has ideas on how to avert this problem if some changes were made. Mr. Coffland stated it is difficult to “change” anything when it comes to ODNR or the Army Corp of Engineers. He further stated the problem being addressed now is some funding issues to get the creeks cleaned up of debris and sediment. Mr. Zdanski stated he thinks two of the major changes that have affected the area in the last 10 years were changes made by ODNR; one being an area known as the “unknown stream” where Hanna Coal had a large retaining pond that has since been removed and the water now runs straight down. The superfund site on top of King’s Run had a series of sediment ponds that stepped down the hollow to filter the water as it entered Little McMahon Creek. He said ODNR approved those to be taken out. Mr. Zdanski believes that is why there is a big surge from that area. He advised a lot of the changes that have been made were engineering changes, not natural changes. He said the housing development behind the fairgrounds has drainage running under the interstate, runs the length of the mall, and enters Little McMahon Creek. He stated these changes need addressed as it is just not working. Mrs. Favede said his concern regarding the Hanna Coal pond that was filled in, by her understanding, is a concern. She wants to look into this with ODNR to see what their thought process was for filling in this pond in. Mr. Zdanski said there is ample room at the mall to put in catch basins without any impact on the environment. Mr. Coffland noted St. Clairsville continues to grow. Being that water runs downhill, he wants to mitigate those areas and get the people moved to higher ground. Port Authority Director Larry Merry said the mall was built before water retention controls were required. Any new construction that is retail driven will have to have retention approval and retention ponds.

**BREAK**

Mrs. Favede spoke of a new \$50,000 million a year new innovation fund from which local governments can receive loans and grants for cooperative projects. Hopefully some of our townships can land some of these monies going forward. Brad Cole of CCAO can be contacted for further information.

**RECONVENED FRIDAY, JULY 8, 2011 AT 10:45 A.M.**  
**PRESENT: COMMISSIONERS MATT COFFLAND AND GINNY FAVEDE**  
**ABSENT: COMMISSIONER CHARLES R. PROBST, JR. (on vacation)**

**IN THE MATTER OF ACCEPTING ESTIMATE FROM  
PANHANDLE CLEANING & RESTORATION/DKI/  
BELMONT CO. BUILDINGS & GROUNDS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to accept the estimate from Panhandle Cleaning & Restoration/DKI of Wheeling in the amount of \$19,708.47 for the cleaning, Hepa vacuuming and disinfecting of the content only in the entire attic of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: CLEANING OF CONTENTS OF COURTHOUSE ATTIC** – Mrs. Favede explained the reason for the above motion is in response to the emergency evacuation, per the Belmont County Records Commission committee, of all of the records, file cabinets, all storage and materials from the attic per the assessment by Vaughn, Coast & Vaughn, as well as following up on the initial document sent to our office in 1991 from Mr. Bill Hooker advising the Belmont County Commissioners that no storage or public access was ever to be of the Belmont County Courthouse attic. There is a severe pigeon issue which has made it an unsafe environment for county maintenance and summer help crews who are working to move those records until they have been cleaned.

**IN THE MATTER OF ADVERTISING FOR BIDS FOR  
PROVIDING LUNCH MEALS FOR THE BCDJFS SENIORS PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to advertise for bids for providing transportable, daily, hot, lunch meals for the Belmont County Department of Job & Family Services Seniors Program.

**LEGAL NOTICE OF MEAL PREPARATION PURCHASE  
BELMONT COUNTY DJFS SENIORS PROGRAMS**

The Belmont County Board of Commissioners ("Commissioners" or "County"), in coordination with the Belmont County Department of Job and Family Services (BCDJFS), is taking sealed bids through 10:00 am July 27, 2011 from interested food and nutrition organizations/companies ("Bidders") that are interested in providing transportable, daily hot lunch meals for senior citizens of Belmont County ("Clients"). The bids will be opened at 10:15 am, July 27, 2011. Invitations to Bid with instructions and conditions for bidding are available from the **Belmont County Board of Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950**. \$1,000 bid bond required.

Interested Bidders will bid on the specifications contained in the ITB, which can be summarized as follows: Bidder to provide an estimated **650 hot lunch meals per day**, (this is a corrected amount) Monday through Friday, 52 weeks-a-year that can be delivered to in-home Clients as well as congregate meal Clients in community centers, plus an estimated 1200 frozen meals each and every Friday (for weekends); all meals to be produced in a microwavable, trim line container that is transportable (out-the-door) and that is re-heatable by the Client; Bidder to indicate ability to increase the daily meal production count by possibly several hundred meals per day during the life of the contract as the senior citizen participation increases; the meals must meet nutritional guidelines and adequate portions for senior citizens age 60 and older as prescribed by state and federal rules (see, e.g., Ohio Department of Aging web site under the Rules tab – Title III); Bidder to indicate how Bidder will meet needs for Clients that have specific dietary medical needs such as low-sodium, diabetic, etc. meals; and Bidder to demonstrate a timeline on how soon this meal production service can be started..

In addition to the ITB meal guidelines, the Bidder must also provide all necessary information verifying food licensing and food certifications, liability insurance information, proof of Ohio workers compensation certification, as well as other State of Ohio business licenses where relevant.

The meals will be delivered to clients by BCDJFS from mid-morning to lunch time, Monday to Friday, 52-weeks-a-year. The BCDJFS staff will deliver the meals in a "hot box" truck after daily pick-up. The frozen meals will also be picked up and delivered by BCDJFS on Fridays.

The County is interested in contracting on an annual basis for the services, with the ability to extend the contract for a second year of services. The Bidder must also demonstrate how they will identify commodity (food) and other related business pricing factors that could increase or decrease the price of the meals semiannually during the life of the contract.

Bidders are invited to propose other value-added services to Belmont County senior citizens, that would be provided at no charge to the County or the seniors. There are 10 senior centers across Belmont County and numerous other senior housing locations where the value-added services may be provided. The services could be such things as monthly health check screenings, dietary programs, exercise programs, etc. The County will take these additional services into consideration when evaluating the Bid Responses.

Bidders will be required to meet other regulations for government contracting. See the ITB. The Successful Bidder will be known as the **Contractor** in the contract resulting from this ITB.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners of Belmont County, Ohio

Jayne Long/s/  
Jayne Long, Clerk of the Board

Times Leader Advertisement: Tuesday, July 12 and Monday July 18, 2011

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:47 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 10:47 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of July, 2011.

\_\_\_\_\_  
COUNTY COMMISSIONERS

Charles R. Probst, Jr. - Absent

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK