

St. Clairsville, Ohio

June 10, 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 Kathy Marino, Assistant Clerk of the Board.

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-Crystal Springs	Water-Treasurer/General Fund	42.37
A-Draft-Co., Inc.	Web hosting-Engineer/General Fund	500.00
A-Ohio Valley Printing Co.	Envelopes-Clerk of Courts/General Fund	74.25
A-Verizon Wireless	Cell/data plans-Adult Probation/General Fund	180.89
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	72.71
S-Redwood Toxicology	Drug testing/Smart Ohio Pilot Grant	1,627.20
W-Pamela S. Bowman	Reimburse supplies/Prosecutor Victim Assistance Program Fund	117.96

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 10, 2015 as follows:

FUND	AMOUNT
A-GENERAL	\$91,479.45
A-GENERAL/AUDITOR	\$34,393.54
A-GENERAL/CHEST CLINIC	\$78.05
A-GENERAL/EMA	\$1,325.94
A-GENERAL/PROBATE COURT	\$1,333.20
H-Job & Family, CSEA	\$4,838.57
H-Job & Family, Family Children First	\$9,957.40
H-Job & Family, Public Assistance	\$62,271.91; \$30,561.53; \$112.54
H-Job & Family, WIA	\$3,851.44
H-Job & Family, WIA Area 16	\$17,997.70; \$1,549.15
K-Engineer MVGT	\$47,454.22
M-Juvenile Ct. – Intake Coordinator	\$137.60
M-Juvenile Ct. – Placement I	\$22,043.48
M-Juvenile Ct. – Placement II	\$100.00
N-Capital Projects-Facilities	\$55.00
P-Oakview Admn Bldg.	\$2,157.62
P-Sanitary Sewer District	\$4,119.23; \$101,781.29; \$1,232.82; \$9,243.43; \$2,650.02; \$596.81
S-Certificate of Title Admn Fund	\$115.12
S-District Detention Home	\$8,372.22
S-Job & Family, Children Services	\$4,348.36; \$41,888.73; \$60,603.70* \$13,020.00
S-Juvenile Ct. – Computer Fund	\$42.62
S-Northern Ct. General Special Projects	\$152.63
S-Oakview Juvenile Residential Center	\$9,510.32
S-Port Authority	\$731.11
S-Probate Court Conduct of Business	\$998.50
S-Senior Services	\$33,272.87
S-Sheriff CCW	\$3,306.00
S-Sheriff Commissary	\$853.20
U-Sheriff's Reserve Account	\$918.19
W-Law Library	\$7,538.41

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**H08 WIA AREA 16 FUND/BCDJFS**

FROM	TO	AMOUNT
E-2610-H008-H02.000 Carroll Co.	E-2610-H008-H01.000 Belmont Co.	\$80,000.00
E-2610-H008-H03.000 Harrison Co.	E-2610-H008-H01.000 Belmont Co.	\$2,606.00

**W82 DRETAC-TREASURERS FUND**

FROM	TO	AMOUNT
E-1410-W082-T09.011 Contract Services	E-1410-W082-T07.006 Hospitalization Ins.	\$1,000.00
E-1410-W082-T09.011 Contract Services	E-1410-W082-T08.005 Medicare	\$750.00
E-1410-W082-T09.011 Contract Services	E-1410-W082-T05.003 PERS	\$1,250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION**

**CHARGEBACKS-MAY AND JUNE, 2015**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for May and June, 2015.

<b>From:</b>		<b>To:</b>	
<b>NUMBER</b>	<b>ACCOUNT</b>	<b>NUMBER</b>	<b>AMOUNT</b>
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,945.38
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	19,696.44
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	31,924.56
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	6,894.10
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	1,189.95
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,379.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,189.95
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,569.85
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	7,796.94
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	4,759.80
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	902.84
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	4,759.80
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	99,547.62
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	131,276.98
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,441.00
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,379.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,282.74
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	39,064.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,802.34
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,759.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	66,202.38
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,371.16
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,189.95
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,189.95
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,379.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	20,722.08
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	<b>WATER DEPARTMENT</b>		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,700.48
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	21,548.49
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	5,328.03
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	7,926.96
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	893.45
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	333.86
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,262.98
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	492.00
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	1,428.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,282.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00

	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	4,759.80
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	3,282.74
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	<u>902.84</u>

**TOTALS 575,141.10**

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

**\*\*MAY 27, 2015\*\***

**T11 BELMONT CO. CDBG CHIP GRANT FUND**

E-9702-T011-T05.000 Environmental Conditions-Grant \$24,000.00

*Partial appropriation of Grant B-F-14-1AG-1//Flushing Playground Equipment*

**\*\*JUNE 10, 2015\*\***

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

E-2600-H005-H01.000 I/S Youth \$2,018.00  
 E-2600-H005-H03.000 Adult \$2,018.00  
 E-2600-H005-H04.000 DL Worker \$82,018.00  
 E-2600-H005-H13.000 OH-NEG 27 \$2,310.00

**H08 WIA AREA 16 FUND/BCDJFS**

E-2610-H008-H16.000 Harrison Co. OWIP \$3,500.00

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L14.000 Other Expenses \$1,503.33

**JUVENILE COURT-VARIOUS**

E-0400-M064-M05.000 Placement Costs \$26,652.40  
 E-0400-M075-M03.002 Salaries \$55,736.34  
 E-0400-M075-M04.000 Fringes \$17,706.22

**S12 PORT AUTHORITY FUND**

E-9799-S012-S21.000 Armory Property \$6,880.86

**S70 SENIOR SERVICES/LEVY FUND**

E-5005-S070-S19.000 Maint/Repairs, Vehicles \$413.70

*Appropriation of refund check from Whiteside Chevrolet//duplicate payment.*

**T11 BELMONT CO. CDBG CHIP GRANT FUND**

E-9702-T011-T05.000 Environmental Conditions-Grant \$742.00

*Village of Flushing's grant match/playground equipment*

**OAKVIEW JUVENILE-VARIOUS**

E-8010-S030-S72.000 Capital Repairs \$147,833.40  
 E-8011-S031-S02.000 Food (NSLA) \$1,782.33  
 E-8012-S032-S00.000 Activity Fund \$80.90

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE H00 PUBLIC ASSISTANCE FUND/CLOSED CARRY-OVER POs**

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2015:

***CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**H00 Public Assistance Fund**

E-2510-H000-H05.000 Public Assistance \$11,031.05

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to request the Belmont Co. Budget Commission certify the following monies.  
**SENIOR SERVICES - \$413.70** deposited into R-5005-S070-S12.500 on 06/08/15 – refund of duplicate payment.  
**CDBG- \$742.00** deposited into R-9702-T011-T10.501 on 06/09/15 – Village of Flushing's Grant Match.

Upon roll call the vote was as follows:

Mr. Coffland Yes  
 Mr. Thomas 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:  
**SANITARY SEWER DISTRICT** – Jeff Azallion to travel to Minerva, OH, on June 11, 2015, to dispose asbestos materials at Minerva Enterprise. A county vehicle will be used for transportation/

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 Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 22, 2015 and April 28, 2015.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC./JNJ TRUST WELL PAD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure with XTO Energy, Inc. effective June 10, 2015, for the purpose of ingress and egress for "Drilling Activity" at the following site:

0.20 mi. of CR 214 (Bellaire-High Ridge Road) at the JNJ Trust well pad.

*Note: Blanket Bond #019044749 for \$3 million on file.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc., whose address is

XTO Energy, Inc. of 810 Houston Street, Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Pultney 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 [JNJ Trust well pad], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [JNJ Trust well pad] (hereafter collectively referred to as "oil and gas development site") located in Pultney Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of .20 miles of CR-214 Bellaire-High Ridge Rd for the purpose of ingress to and egress from the [JNJ Trust well pad], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [JNJ Trust well pad] (hereinafter referred to collectively as "Drilling Activity"); and

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

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

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

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

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

1. The portion of CR 214, to be utilized by Operator hereunder, is that exclusive portion beginning at I-470 W. exit ramp South for .20 miles to well pad access on right, (Includes asphalt surface on state bridge). It is understood and agreed that the Operator shall not utilize any of the remainder of CR (214) for any of its Drilling Activities hereunder.

2. The portion of CR/TR ( N/A ), to be utilized by Operator hereunder, is that exclusive portion beginning at N/A wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling 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 Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 FOR \$3,000,000.00 in place to cover designated roads and bridges**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.

- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. 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.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on June 10, 2015.
- Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Matt Coffland /s/</u> Commissioner/Trustee	By: <u>Michael R. Johnson /s/</u>
By: <u>Mark A. Thomas /s/</u> Commissioner/Trustee	Printed name: Michael R. Johnson
By: <u>Ginny Favede /s/</u> Commissioner/Trustee	Company Name: XTO Energy, Inc.
By: <u>Fred F. Bennett /s/</u> County Engineer	Title: VP Production Operations Appalachia Division
Dated: <u>6/10/15</u>	Dated: <u>5/28/15</u>
Approved as to Form: <u>David K. Liberati /s/ Assistant</u> County Prosecutor	

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling 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 Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling 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.

Authority shall:

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

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:

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

**IN THE MATTER OF APPROVING AND SIGNING A  
RENEWAL OF THE PURCHASE OF PERFORMANCE  
SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON  
TO PROVIDE KINSHIP SUPPORT SERVICES (HOMESTUDIES)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a renewal of the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of eighteen thousand dollars (\$18,000.00), effective July 1, 2015 through June 30, 2016 to provide Kinship Support Services (Homestudies) for Belmont County Children Services Department.

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

**Whereas**, this contract, entered into on this **1st**, day of **July, 2015**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Kinship support services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser. The Protect Ohio waiver has been granted a five year extension thus taking it to October, 2015 with a one year bridge extension to October, 2016.

**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:** Cindy Bacon  
106 Norris Street  
St. Clairsville, OH 43950  
740-298-1898

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2015. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2016.

**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.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

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

Proportional payment

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

Services

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

**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 will initiate and complete Kinship homestudies as assigned by Program Administrator. Homestudies will be completed using format approved and recommended by the Protect Ohio consortium. Homestudies will be completed within 30 days of referral, unless due to circumstances beyond control of Contractor.
2. Contractor does not have direct line responsibility for the case.
3. Contractor will arrange and provide support services to Kinship Providers to help maintain the placement. These services will be individualized and identified on treatment plan and will adhere to case plan objectives. Cases will be assigned by Program Administrator.
4. Contractor will meet with assigned Kinship Providers on at least a monthly basis.
5. Contractor will document all contacts with the Kinship Provider and provide documentation to the assigned caseworker on a monthly basis.
6. Contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Kinship Support Services.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.
11. 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.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. Purchaser will refer eligible families to the contractor.

2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will 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.

**D. Performance Standards**

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards: Contractor will schedule and complete homestudies within 30 days. Contractor will meet with the Kinship Caregivers at least once a month.

**E. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor (\$34) thirty-four dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 57¢ per mile for travel for homevisits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$34	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor'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 Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**. All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

Invoices will be submitted 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.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$16,000
Travel and Expense	\$2,000
<b>TOTAL COST:</b>	<b>\$18,000</b>
<b>MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$18,000</b>

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

### **XIII INSURANCE**

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

### **XIV NOTICE**

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

### **XV AVAILABILITY AND RETENTION OF RECORDS**

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

### **XVI CONFIDENTIALITY**

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

### **XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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

### **XVIII COMPLIANCE**

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

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

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

### **XIX RELATIONSHIP**

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

### **XX ASSIGNMENTS**

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

### **XXI SUBCONTRACTS**

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

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

### **XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

### **XXIII TERMINATION**

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

### **XXIV BREACH OF CONTRACT**

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

### **XXV WAIVER**

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

### **XXVI INDEMNIFICATION**

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

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

### **XXVII GOVERNING LAW AND FORUM**

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

### **XXVIII SEVERABILITY**



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

**XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

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

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

**XXXIV DAVIS-BACON ACT**

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

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

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

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

**XL PATENT RIGHTS**

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

**XLI PROCUREMENT**

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

**SIGNATURES**

<i>Vince Gianangeli /s/</i>	6-3-15
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<b>Vince Gianangeli, Director Belmont County Department of Job and Family Services</b>	<b>Date</b>
<i>Matt Coffland /s/</i>	6-10-15
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<b>Matt Coffland, Belmont County Commissioner</b>	<b>Date</b>
<i>Ginny Favede /s/</i>	6-10-15
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<b>Ginny Favede, Belmont County Commissioner</b>	<b>Date</b>
<i>Mark A. Thomas /s/</i>	6-10-15
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<b>Mark A. Thomas, Belmont County Commissioner</b>	<b>Date</b>
<i>Cindy Bacon /s/</i>	6/2/15
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<b>Cindy Bacon</b>	<b>Date</b>
<i>David K. Liberati /s/ Assistant</i>	6-9-15
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<b>Approved as to form: Belmont County Prosecutor</b>	<b>Date</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A  
RENEWAL OF THE PURCHASE OF PERFORMANCE  
OF SERVICES CONTRACT BETWEEN BCDJFS AND  
HARMONY HOUSE FOR THE PROVISION OF A  
CHILDREN'S ADVOCACY CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Harmony House Inc. effective July 1, 2015 through June 30, 2016 in the maximum amount of \$235,652.49 for the provision of a children's advocacy center.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract  
Harmony House of Belmont County**

**Whereas**, this contract, entered into on this 10th. day of June, 2015, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Harmony House, Inc. (hereinafter "Contractor"), is for the purchase for the establishment of a fully-functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children's Advocacy Center that works toward strengthening our community's response to child abuse using a more child-focused approach. This program will adhere to State of Ohio rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services, and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Children's Advocacy Center services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County by developing and maintaining a Children's Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children's Advocacy Center will provide a more humane, culturally competent, legally-sound, site-based, multidisciplinary team (MDT)-centered assessments, investigations, prosecutions, and interventions including treatment involving child abuse allegations that focus on the needs of alleged child victims and families with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medical referrals, and education; thus decreasing victim trauma, increasing offender accountability, strengthening the MDT, and strengthening community response to child abuse.

The primary focus of a Children's Advocacy Center is child sexual abuse. Contractor also provides services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect, and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children (up to their 19<sup>th</sup> birthday), services are available to adults with developmental disabilities who, due to alleged victimization, may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are affected by the allegations.

**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:** Harmony House, Inc.  
2000 Eoff St.  
Wheeling, WV 26003

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2015. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2016.

**IV SERVICES**

Child forensic interviewing

- Assessment of child's needs for overall well-being of child
- Obtainment of information in neutral, fact finding manner

Extended forensic interviewing (evaluation)

Victim advocacy and support

- Crisis intervention
- Supportive counseling
- On-site therapy
  - Individual
  - Family
  - Group
- Case Management
  - Medical referral, evaluation, and treatment coordination
  - Mental health referral and coordination
  - Victim services coordination
- Information and referrals
- Multi-disciplinary team (MDT) case reviews
  - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services, and prosecution
- Case tracking
- Participation on community MDTs and task forces

Criminal justice support

- Court accompaniments
- Children's court preparation
- Court testimony (subpoena)
- Court expert witness testimony

Community education

- Professional development
- Prevention programs
- Awareness campaigns
- Psycho-educational programs

**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. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor – a fully accredited member of the National Children's Alliance – during the term of this contract.

2. To ensure all Belmont County, Ohio children referred to Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the term of this contract.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution, and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness, and to identify victims of child abuse to at least 100 Belmont County participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County children referred to Contractor and in need of these services during the term of this contract.
7. Contractor will schedule victim interviews within three days upon receipt of referral.
8. Contractor will provide a verbal report and interview DVD to Purchaser upon completion of interview.
9. Contractor will provide a written summary to Purchaser in a timely manner with most summaries being completed within a two week period when possible with this timeframe contingent upon number of summaries to be completed. Summaries will be expedited when a request is made. Summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

**Purchaser Responsibilities**

1. Purchaser will make referrals to Contractor within two working days upon receipt of information on a case determined by Purchaser that meets the criteria for a forensic interview.
2. Purchaser will provide all necessary contact and referral information needed for Contractor services to occur.
3. Purchaser will participate in all scheduled team meetings of Contractor and provide requested case information for case review and tracking in a timely manner upon request from Contractor.
4. Purchaser will be in attendance for victim interviews.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. For the contract period July 1, 2015 through June 30, 2016, the total amount available for reimbursement to Contractor under the terms of this contract will be **\$235,652.49**.

This amount consists of \$120,000 (\$80,000 from Belmont CDJFS, \$20,000 from Developmental Disabilities, and \$20,000 from Belmont County Commissioners) new money for the contract period. In addition, carryover funds from April 1, 2011 through June 30, 2012 amount to \$40,925.85, carryover funds from July 1, 2012 through June 30, 2013 amount to \$37,247.33, and carryover funds from July 1, 2013 through June 30, 2014 amount to \$37,479.31 for a total of \$115,652.49 for this timeframe. These funds can be used as needed by the Contractor. Any remaining carryover fund for the period July 1, 2014 through June 30, 2015 will be reflected in next year's contract, and the available funds will be adjusted.

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized pursuant to this contract.

**VIII BILLING, PAYMENT AND COSTS**

Invoices for actual cost incurred for providing services will be submitted each month by the Contractor no later than the 20th. 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. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty day period has expired.

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 costs are allowable under this contract:

Personnel, Salaries, Payroll Taxes, Workers' Compensation, Health Insurance, Pension, Client Materials, Office Supplies, Postage, Printing, Payroll Service Fees, Telephone, Internet, Maintenance Contracts/Copies, Travel Expenses, Training/Staff Development, Dues and Subscriptions, Advertising, Data Base Fees, Security, Logos and Decorations, Liability and Property Insurance, Accounting and Auditing Fees, Legal Fees, and Miscellaneous.

It is anticipated that the Contractor will invoice Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within 30 days upon receipt of request for payment with documentation. Any funds not spent down during the term of the contract will remain in the special Contractor fund to be used to offset future expenses.

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

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

**XI DISPOSITION OF ASSETS AND INTELLECTUAL PROPERTIES**

Office equipment and furniture assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires. An inventory of Purchaser equipment and/or furnishings will be maintained by the Contractor.

Purchaser has the option to donate said assets to the Contractor at the expiration of contract.

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset Contractor obtains outside the scope of this contract funding is the property of the Contractor.

**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 payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

#### **XVI CONFIDENTIALITY**

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

#### **XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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

#### **XVIII COMPLIANCE**

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

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

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

#### **XX ASSIGNMENTS**

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

#### **XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

#### **XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes 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 30 days 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. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article VIII to the contractor.

#### **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 and Purchaser agree to hold each other harmless, both legally and financially. Contractor and Purchaser are responsible to maintain their own liability coverage.

#### **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 when possible.

#### **XXVIII SEVERABILITY**

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

#### **XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967,

and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

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

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

**XXXIV DAVIS-BACON ACT**

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

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

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

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

**XL PATENT RIGHTS**

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

**XLI PROCUREMENT**

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

**SIGNATURES**

<i>Vince Gianangeli /s/</i>	6-4-15
<b>Vince Gianangeli, Director Belmont County Department of Job and Family Services</b>	<b>Date</b>
<i>Mark Thomas /s/</i>	6-10-15
<b>Mark Thomas, Belmont County Commissioner</b>	<b>Date</b>
<i>Ginny Favede /s/</i>	6-10-15
<b>Ginny Favede, Belmont County Commissioner</b>	<b>Date</b>
<i>Matt Coffland /s/</i>	6-10-15
<b>Matt Coffland, Belmont County Commissioner</b>	<b>Date</b>
<i>Leslie Vassilaros /s/</i>	6/4/15
<b>Leslie Vassilaros, Executive Director Harmony House, Inc.</b>	<b>Date</b>
<i>David K. Liberati /s/ Assistant</i>	6-9-15

**Approved as to form:**

**Belmont County Prosecutor**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON FOR FAMILY TEAM MEETING FACILITATOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of eighteen thousand dollars (\$18,000.00), effective July 1, 2015 through June 30, 2016 for Family Team Meeting Facilitator services.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**  
**Purchase of the Performance of Services Contract**  
**Family Team Meeting Facilitator**

**Whereas**, this contract, entered into on this **1st**, day of **July, 2015**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Family Team Meeting services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County. These services are defined in the Protect Ohio Waiver through the State of Ohio. The Purchaser has agreed to use Protect Ohio funds to provide the programs' services to eligible families. Eligible families are those eligible as determined by the Purchaser. The Protect Ohio waiver has been granted a five year extension thus taking it to October, 2015 with a one year bridge extension to October, 2016.

**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:** Cindy Bacon  
106 Norris Street  
St. Clairsville, OH 43950  
740-298-1898

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2015. No services shall be provided pursuant to this contract prior to its execution by all parties. The termination date of this contract is June 30, 2016.

**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.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services through the Children Services Department.

Performance

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

Proportional payment

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

Services

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

**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 will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days until permanent custody or case closure.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.
11. 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.
12. 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.

**C. Purchaser Responsibilities**

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide the room and supplies necessary for the Family Team Meetings to occur.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
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.

**D. Performance Standards**

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

Contractor will schedule and facilitate first Family Team Meeting within 30 days of the initial referral. Subsequent meetings will be held with each family at least every 90 days until the case closes or there is permanent custody.

**E. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor (\$34) thirty-four dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 57¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$34	Total

7. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor'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 Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

Invoices will be submitted 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.

ACTIVITY	TOTAL COST
Contractor Payments for Facilitation	\$17,000
Travel and Expense	\$1,000
<b>TOTAL COST:</b>	<b>\$18,000</b>
<b>MAXIMUM PROTECT OHIO AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$18,000</b>

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

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

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the

State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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

**XVIII COMPLIANCE**

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

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

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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

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

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

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

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

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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



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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

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

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

**XXXIV DAVIS-BACON ACT**

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

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

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

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

**XL PATENT RIGHTS**

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

**XLI PROCUREMENT**

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

**SIGNATURES**

<i>Vince Gianangeli /s/</i>	6-3-15
<b>Vince Gianangeli, Director Belmont County Department of Job and Family Services</b>	<b>Date</b>
<i>Matt Coffland /s/</i>	6-10-15
<b>Matt Coffland, Belmont County Commissioner</b>	<b>Date</b>
<i>Ginny Favede /s/</i>	6-10-15
<b>Ginny Favede, Belmont County Commissioner</b>	<b>Date</b>
<i>Mark A. Thomas /s/</i>	6-10-15
<b>Mark A. Thomas, Belmont County Commissioner</b>	<b>Date</b>
<i>Cindy Bacon /s/</i>	6/2/15
<b>Cindy Bacon</b>	<b>Date</b>
<i>David K. Liberati /s/ Assistant</i>	6-9-15
<b>Approved as to form: Belmont County Prosecutor</b>	<b>Date</b>
Upon roll call the vote was as follows:	
Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE  
SUBGRANT ADDENDUM TO MODIFY SUBGRANT  
BETWEEN WORKFORCE INITIATIVE ASSOC. AND  
JEFFERSON CO. CAC WORKFORCE INVESTMENT  
AREA 16 REGARDING OHIO BRN EXPANSION GRANT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Subgrant Addendum to modify the Subgrant entered into between the Workforce Initiative Association and Jefferson Co. CAC Workforce Investment Area 16 regarding the Ohio Business Resource Network Expansion Grant.

*Note: The term of the agreement shall extend to June 30, 2016, or until all funds are expended. The amount of the agreement has been modified to add \$19,647.00 for a new total contract amount totaling \$824,778.00.*









Mr. Coffland Yes  
Mr. Thomas Yes

**IN THE MATTER OF A RESOLUTION ACCEPTING A BID OF \$18,000.00 FOR THE SALE OF REAL ESTATE LOCATED AT 428 36<sup>TH</sup> STREET, BELLAIRE, OH 43906 AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED**

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

**RESOLUTION**

**A RESOLUTION ACCEPTING A BID OF \$18,000.00 FOR THE SALE OF REAL ESTATE LOCATED AT 428 36<sup>TH</sup> STREET, BELLAIRE, OH 43906 AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEED**

WHEREAS, certain real estate previously owned by Alyssa Novella McGhee and located at 428 36<sup>th</sup> Street, Bellaire, OH 43906, was forfeited to Belmont County, Ohio, a political subdivision, by Order of Judge Frank A. Fregiato dated July 25, 2014 in Case No. 14-CR-127; and

WHEREAS, this Board previously authorized said property to be sold; and  
WHEREAS, said property was offered for sale on May 28, 2015 and a bid was received in the amount of \$18,000.00 from Joseph Masciarelli; and

WHEREAS, the Board reserved the right to reject any and all bids.

NOW THEREFORE, the Board of Belmont County Commissioners hereby take the following action:

- (1) That the bid of \$18,000.00 for said property is hereby accepted.
- (2) That the Board acknowledges receipt of \$1,000.00 as a down payment on said purchase price.
- (3) That upon the balance of payment of \$17,750.24 (\$18,000.00 less an allowance for prorated taxes of \$249.76) and upon receipt of a mortgage release, releasing the mortgage held by the Estate of Nancy Karvellis, this Board is authorized to execute a general warranty deed in favor of the purchaser.
- (4) That the proceeds of \$17,750.24 shall be distributed as follows:
  - (a) \$12,581.07 to Tax Ease Ohio, LLC as full and final payment on the tax lien certificate.
  - (b) \$1,810.11 to the Belmont County Treasurer for current and delinquent real estate taxes and assessments.
  - (c) \$54.00 to the Belmont County Auditor as and for the conveyance fee.
  - (d) \$291.60 to David Jones Auctioneer for advertising expenses.
  - (e) \$3,013.46 (balance) to the Estate of Nancy Karvellis as payment on its mortgage lien.
- (5) That the Clerk of this Board shall file a copy of this Resolution with the Clerk of the Court of Common Pleas in Case No. 14-CR-127 in order provide notice to Judge Frank A. Fregiato of the action taken.

Adopted this 10<sup>th</sup> day of June, 2015.

Upon the roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE LOCATED AT 2165 GUERNSEY STREET, BELLAIRE, OHIO 43906, FORFEITED TO THE COUNTY BY ORDER OF THE COURT IN STATE OF OHIO VS. ANNA MARIE DEVAULT, CASE NO. 15 CRA 00036**

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

**RESOLUTION**

**A RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE LOCATED AT 2165 GUERNSEY STREET, BELLAIRE, OHIO 43906, FORFEITED TO THE COUNTY BY ORDER OF THE COURT IN STATE OF OHIO VS. ANNA MARIE DEVAULT, CASE NO. 15 CRA 00036**

WHEREAS, certain real estate previously owned by Anna Marie Devault and located at 2165 Guernsey Street, Bellaire, OH 43906, was forfeited to Belmont County, Ohio, a political subdivision, by Order of Judge Albert E. Davies dated March 12, 2015, in Case No. 15 CRA 00036; and

WHEREAS, the Judgment Entry was filed with the Recorder, thus transferring the real estate to Belmont County, Ohio; and

WHEREAS, the Board of Belmont County Commissioners wish to sell said real estate, the same not being needed for any public purposes. It is therefore RESOLVED:

- (1) That the following described property forfeited in criminal proceedings in Case No. 15 CRA 00036 be sold without appraisal to the highest bidder by David A. Jones, Auctioneer, after giving at least thirty (30) days notice of the auction by publication in a newspaper of general circulation in the County.  
Situating in the Village of Bellaire, County of Belmont and State of Ohio and bounded and described as follows: Known as and being Lot Number Twelve (12) of Fink's Second Addition to said Village.  
Cabinet B, Slide 238  
Parcel No. 29-03004.000
- (2) That the cost of said auctioneer be paid first from the proceeds of sale and that thereafter, the following liens upon the subject premises be paid:  
Real estate taxes to the Belmont County Treasurer.
- (3) That the Board reserves the right to reject any and all bids.
- (4) That the sale shall take place at a location designated by the Auctioneer.
- (5) That said Auctioneer shall report the results of the sale to this Board for further action.
- (6) That the Clerk of this Board shall file a copy of this Resolution with the Clerk of the Belmont County Court, Eastern Division, in Case No. 15 CRA 00036 in order provide notice to Judge Albert I. Davies of the action taken.

Adopted this 10<sup>th</sup> day of June, 2015.

Upon the roll call the vote was as follows:

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

I

**IN THE MATTER OF ENTERING INTO AN INMATE TELEPHONE SERVICES AGREEMENT ON BEHALF OF THE SHERIFF'S DEPT. WITH INMATE CALLING SOLUTIONS, LLC, DBA ICSOLUTIONS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Inmate Telephone Services Agreement, on behalf of the Belmont County Sheriff's Department, with Inmate Calling Solutions, LLC, dba ICSolutions, 2200 Danbury St., San Antonio, TX 78217, for a five (5) year term from the Cutover Date which is estimated to be April 1, 2016, for the installation, management, operation and maintenance of inmate telephones located at the Belmont County Jail, 68137 Hammond Rd., St. Clairsville; compensation will be 71.5% of the gross revenue for all call types generated from County's Service Locations and 72.5% during any Renewal Term of this Agreement.

**INMATE TELEPHONE SERVICES AGREEMENT**

This Inmate Telephone Services Agreement (“Agreement”) is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions (“ICS”), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Belmont County, OH** (the “County”) having its principal address as set forth on Exhibit A, attached hereto.

**1. Term of Contract.** This Agreement shall commence upon the date inmates within the County’s control begin placing telephone calls from the Equipment, which has been estimated to be April 1<sup>st</sup> 2016 (the “Cutover Date”) based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for five (5) years from the Cutover Date (the “Initial Term”). This Agreement shall renew for additional terms of one (1) year (each a “Renewal Term”) upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least (90) days prior to a scheduled renewal. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.

**2. Equipment.** This Agreement applies to the provision of Equipment by ICS either centrally located or within space provided by the County at each of the “Service Locations” listed on Exhibit A, attached hereto. The term “Equipment” is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.

**3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.

**4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County’s request based on availability of ICS.

**5. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.

**6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the “Commissions”), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

County agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff governed by a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicted on County maintaining an average daily inmate population consistent with the average of the twelve months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

**7. County shall:**

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates’ use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County’s Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

**8. Law and Venue.** The domestic law of the State of Ohio shall govern the construction, Interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdiction located in Belmont County, Ohio.

**9. Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

**10. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

**11. Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County’s supervision.

**12. Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

**13. Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any Parent, successor, subsidiary, or affiliate of ICS, ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonable withheld or delayed.

**14. Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party’s employees. Each party represents and warrants that; (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.

**15. Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and Against any and all claims, losses, injuries, or demands asserted by third parties (collectively “Claims”) arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the fore going express indemnification, each party shall bear its own liability and costs of defense for any third party claims.

**16. Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

- 17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
- 18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
- 19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.  
EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH REPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.
- 21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
- 22. **Confidentiality.** During the term of this agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.  
This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.  
Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.
- 23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Location(s) for which the ICS Services are provided and may not be transferred other than through and authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the Enforcer software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer software.
- 24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
  - a) General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
  - b) Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
  - c) Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties.

**Inmate Calling Solutions, LLC**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**Belmont County, OH**

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

(Signature)

Matt Coffland, Mark A. Thomas, Ginny Favede

(Printed Name)

6-10-15



(Date)

Upon roll call the vote was as follows:

(Date)

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

**IN THE MATTER OF ENTERING INTO KEEFE COMMISSARY NETWORK AGREEMENT ON BEHALF OF THE SHERIFF'S OFFICE/JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into Keefe Commissary Network Agreement on behalf of the Belmont County Sheriff's Office/Belmont County Jail with Keefe Commissary Network, LLC, for supplying food and other related products, for a five year term. The Sheriff's Office will be paid a service fee equal to 37% of adjusted gross sales.

**KEEFE COMMISSARY NETWORK AGREEMENT**

This Agreement made and entered into as of this 10<sup>th</sup> day of June, 2015, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and Belmont County Sheriff's Office/Belmont County Jail, a Correctional INSTITUTION in the State of Ohio, ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

**1. OPERATION OF COMMISSARY BY INSTITUTION**

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

**2. OPERATION OF COMMISSARY BY KEEFE**

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

**3. HARDWARE**

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. INSTITUTION agrees to buy the hardware listed in Exhibit A for the sum of \$14,500. KCN agrees to delay payment of purchase price so long as INSTITUTION is utilizing the equipment as part of the Keefe Commissary Network program set forth in this agreement. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

**4. PAYMENT**

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

**5. SERVICE FEE**

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to **37%** of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

**6. MENU**

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION.

**7. DEPOSIT SERVICES**

This agreement shall include KEEFE'S Access Corrections® Deposit Services. KEEFE will facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. Facility will provide power and network connectivity for the kiosk. KEEFE will guarantee all deposits and ACH moneys to designated INSTITUTION bank account nightly. No fees for this service will be born by INSTITUTION.

**8. TERM & TERMINATION**

This Agreement shall continue in effect for a period of five (5) years (the base term) from the date hereof. The Agreement will automatically renew for successive one (1) year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 90 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

**9. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Ohio.

**10. ENTIRE AGREEMENT-WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

**11. INDEMNIFICATION**

The parties shall indemnify each other against any loss, damage, injury, or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided; however, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement as of the year and date first above written.

**KEEFE COMMISSARY NETWORK (KEEFE)**

John Puricelli /s/

John Puricelli

Executive Vice President, General Manager

6-23-15

Date

**Belmont County Sheriff's Office (INSTITUTION)**

Matt Coffland /s/

Mark A. Thomas /s/

**BY** Ginny Favede /s/

**TITLE** Belmont County Commissioners

**DATE** 6-10-15

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Richard Hord inquired as to whether renovations are being considered at the former HAB Center building to help alleviate overcrowding at the jail. He also asked what might the costs be for renovations and if there were grants available to help with those costs. Mr. Coffland advised all options are still on the table. Mr. Thomas noted there are very few grants available. We have a serious issue that we need to address. It is at or near the top of dozens of things that need addressed. Mr. Hord asked if there were other possible facilities or thought given to the possibility of constructing a new facility. Mr. Thomas answered, “Yes.” Mrs. Favede added that Sheriff Lucas had officials down from the State of Ohio that walked through the building with us and they are doing an assessment. She said all options are on the table, but we’re also waiting for their formal input as well.

Mr. Hord asked for an update on the open position on the Tourism Board. Mr. Thomas advised this was on hold as the Board of Commissioners is looking at amending, revising and updating the agreement between the county and the Belmont County Tourism Council. Over time and the changing of board members throughout the years, these agreements become outdated. They are still valid, but things change. Some agreements have not been looked at for 5, 10 to 20 years, and this is one of them.

John Drewett of Lashley Hill, Shadyside, OH, brought his concerns of Wegee Road to the board. He invited the board to travel this road. He has lived there for 35 years and the road hasn’t been touched for 24 years and that was when FEMA paid to have it paved after a flood. He stated the county did not pay for the paving. He also complained the lights are out on this road also. He asked for a light at the end of Wegee Road. Mr. Coffland told Mr. Drewett he did call him to try to explain this to him. He stated the lights are a township issue. The Commissioners did give Mead Township an additional \$6,000.00 this year in local government funds. Township Trustee Greg Warren did advise Mr. Coffland that some of the lights will be turned back on. A contract will be entered to get 7.47 miles of the road paved. Some culverts need replaced first and one box culvert on a bridge, which should be done by the end of June. The board is in talks with Texas Eastern, Spectra Energy, who is going to pave 7.47 miles sometime after June and by September. We are trying to get it pushed back to July. We are waiting for AEP to finish the transfer station on Hawthorne Hill. AEP has informed us they will be done and out of there by the end of July. Mr. Coffland continued saying the problem is right now we’ve got so much going on down there with the oil and gas and AEP that Texas Eastern, in all fairness, does not want to come in and pave a road that they feel is going to take tons and tons of traffic over it. Meanwhile we’ve asked the County Engineer to please go and patch it. We have 308 miles of road in the county and are trying to address all those issues in many places. Wegee road is scheduled to get paved in 2015, we just can’t give an exact date. Mr. Drewett had questions about the County Engineer and was directed to that department. Mr. Coffland again explained that any county or township road that is worked on by law has to be signed off by the County Engineer. The contracts are signed by the Board of Commissioners, but they do not decide, choose or have the authority even to sign off on a road to get it done. It is the County Engineer’s job to present it to the Board.

**9:30 Road Imp Hearing #1129**

Present for the hearing were Engineer Fred Bennett, Deputy Engineer Terry Lively, and Rob Barr. Rob explained Sharon Blvd. is in Frontiersman View and reviewed the maps with the board. The road view was attended by the Engineer, the Deputy Engineer, Rob Barr, Commissioner Coffland, Township Trustee Mike Bianconi, Ron Lepic and neighbor Bob Daugherty. All were OK with the vacation.

**IN THE MATTER OF THE VACATION OF  
A PORTION OF PEASE TOWNSHIP ROAD 1482  
(SHARON BLVD.)  
PEASE TWP. SEC. 21, T-4, R-2/RD IMP 1129**

**REPORT OF COUNTY ENGINEER**  
OHIO REV. CODE, SEC. 5553.06

Date: 6/10/2015

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated May 13, 2015, proceeded on June 3, 2015 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:  
“Revised”

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted. to-wit: “see attached plat”

Fred F. Bennett /s/  
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF  
A PORTION OF PEASE TOWNSHIP ROAD 1482  
(SHARON BLVD.)  
PEASE TWP. SEC. 21, T-4, R-2/RD IMP 1129**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.  
Rd. Imp. #1129**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 10<sup>th</sup> day of June, 2015 in the office of the Commissioners with the following members present:

Mr. Coffland  
Mr. Thomas  
Mrs. Favede

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 10th day of June, 2015

Kathy Marino /s/  
Assistant Clerk, Board of County Commissioners,  
Belmont County, Ohio

**OPEN PUBLIC FORUM continued** – Commissioner Thomas stated for the record that by law the Board of Commissioners is not the boss of any other county elected official. When questions are raised in this meeting about another department, all the board does is provide departments money per the County Auditor. We listen to complaints and pass the message on to the appropriate department. He referenced ORC §5543.01 that specifically states all construction, maintenance, repairs of highways and bridges is the duty of the County Engineer. By law the Commissioners and not responsible for the roads. The funding comes from Motor Vehicle Gasoline Tax (MVGTT), not the General Fund. MVGTT funds and very little from the taxpayers are the funds used by the County Engineer. General Fund monies are not required to be used for roads or bridges. This board and prior ones have given General Fund money to the Engineer in the past for materials, equipment, and guardrails along with \$1.1 million to be used for paving. It needs to be clear that there are issues with the roads. It is the County Engineer that should address the safety and conditions of the roads.

**9:45 Road Imp hearing #1130**

Present for the hearing were Engineer Fred Bennet and Rob Barr. Rob presented maps. This is part of the Rt. 331 upgrade. The road view was attended by Engineer Fred Bennett, Deputy Engineer Terry Lively, Rob Barr, Commissioner Coffland, and Township Trustees Rick Ferrell, Greg Reline, and Greg Bizzarri. Rob explained the centerline needs dedicated by the county.

**IN THE MATTER OF THE DEDICATION OF  
A ROADWAY KNOWN AS THE TR99 CONNECTOR  
LOCATED IN RICHLAND TOWNSHIP  
SEC. 22 AND 28, T-7, R-4/RD IMP 1130**

**REPORT OF COUNTY ENGINEER**  
OHIO REV. CODE, SEC. 5553.06

Date: 6/10/2015

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated May 13, 2015, proceeded on June 3, 2015 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

The width to which said improvement should be opened is \_\_\_\_\_ feet.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:  
“see attached plat”

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement be granted. to-wit:

Fred F. Bennett /s/  
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE DEDICATION OF  
A ROADWAY KNOWN AS THE TR 99 CONNECTOR  
LOCATED IN RICHLAND TOWNSHIP  
SEC. 22 AND 28, T-7, R-4/RD IMP 1130**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

***Rd. Imp. #1130***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 10th day of June, 2015 in the office of the Commissioners with the following members present:

Mr. Coffland  
Mr. Thomas  
Mrs. Favede

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

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

Adopted the 10th day of June, 2015

Kathy Marino /s/  
Assistant Clerk, Board of County Commissioners,  
Belmont County, Ohio

**BREAK**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:03 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:14 P.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:**

**IN THE MATTER OF GRANTING A BASE PAY  
ADJUSTMENT FOR JACK REGIS, FACILITIES MANAGER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to grant a base pay adjustment for Mr. Jack Regis, Facilities Manager, in the amount of \$2.20 per hour effective the current pay period which starts May 31, 2015.

Upon roll call the vote was as follows:

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

June 10, 2015

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:17 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:17 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of June, 2015.

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

We, Mark Thomas and Kathy Marino, President and Assistant 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

\_\_\_\_\_ ASSISTANT CLERK