

St. Clairsville, Ohio

June 19, 2013

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Fax line-Magistrate/General Fund	78.54
A-Crystal Springs	Water-Treasurer/General Fund	20.19
A-Fairfield Computer Services, LLC	Dog licensing invoice/General Fund	150.00
A-Flooring Foundations LLC	Carpet/Old Sheriff Residence	5,360.15
A-Quill	Supplies/General Fund	67.84
A-Redwood Toxicology	Drug testing/General Fund	1,011.05
A-Speedway SuperAmerica	Gasoline-Common Pleas Ct./General Fund	137.15
A-Telvent DTN, LLC	Weather satellite subscript.-EMA/General Fund	744.00
A-Wex Bank	Gasoline-Maintenance Dept./General Fund	1,250.71
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,103.68
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	624.98
J-BP	Gasoline-Auditor/Real Estate Assessment Fund	428.74
N-Stonegate Construction	Pay Request #7/EORIP Water Line Construction Fund	13,244.80
P-American Electric Power	Services/WWS#3 Revenue Fund	40,000.00
P-American Electric Power	Services/BCSSD Funds	5,619.47
S-Asayo Creative	Promo-website design deposit/Port Authority Fund	1,500.00
S-AT&T Mobility	Internet/Northern Div. Ct Computer Fund	61.02
S-Sam's Club	Food & supplies/District Detention Home Fund	2,637.07
S-TSG	Remote backup & vaulting/Northern Div. Ct. Computer Fund	185.42
W-Pamela S. Bowman	Reimburse supplies purchased/Prosecutor's Victim Program Fund	71.98
Y-Belmont County Recorder	May lien sale recording fees/Tax Certificate Admn Fund	224.00

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 19, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$44,664.57
A-GENERAL/EMA	\$1,268.17
A-GENERAL/PROBATE	\$649.95
A-GENERAL/SHERIFF	\$6,921.08
B-Dog Kennel	\$120.00; \$401.20
H-Job & Family, CSEA	\$48,720.14
H-Job & Family, Public Assistance	\$26,835.38; \$1,199.97; \$104,003.25
H-Job & Family, WIA	\$10,850.44; \$29,806.75; \$825.43
K-Engineer MVGT	\$781.02; \$55,773.73; \$330.93
M-Juvenile Ct. – Placement Services	\$28,460.00
M-Juvenile Ct. – Alternative School	\$979.13
M-Juvenile Ct. – Title IV-E Reimb.	\$330.29
M-Juvenile Ct. – Truant Officer Grant	\$2,460.38
N-Courthouse Bldg. Repairs	\$6,024.09
O-Sanitary Sewer District	\$23,019.87
P-Sanitary Sewer District	\$1,741.84; \$213.75; \$1,900.51; \$9,818.45; \$985.11; \$22,340.00
S-District Detention Home	\$5,852.62
S-Job & Family, Children Services	\$306.00; \$9,276.23; \$2,421.00
S-Job & Family, Senior Program	\$8,936.64; \$8,926.57; \$383.33; \$37,590.37
S-Juvenile Ct. Computer Fund	\$83.90; \$42.99
S-Oakview Juvenile Residential Center	\$2,036.32
S-Sheriff Commissary	\$459.00
S-Western Ct. – General Special Projects	\$459.37

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

<u>GENERAL FUND</u>			
FROM		TO	AMOUNT
E-0257-A017-A00.000 Contingencies		E-0131-A006-A02.002 Salaries-Admin.	\$ 45,824.70
E-0257-A017-A00.000 Contingencies		E-0131-A006-A03.002 Salaries-Jail	\$ 72,824.07
E-0257-A017-A00.000 Contingencies		E-0131-A006-A13.003 PERS/SPRS	\$ 19,930.03
E-0257-A017-A00.000 Contingencies		E-0256-A014-A07.005 Emp. Share/Medicare	\$ 1,720.41
E-0257-A017-A00.000 Contingencies		E-0256-A014-A06.006 Group & Liability	\$ 14,400.00
		TOTAL	\$154,699.21

Note: Adjustments needed due to inadvertent shortages in the January appropriations.

BELMONT CO. SHERIFF/GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A02.002 Salaries Admin.	E-0131-A006-A04.002 Salaries Road	\$40,448.43
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A04.002 Salaries Road	\$6,190.89
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A02.002 Salaries Admin.	\$880.64

BELMONT COUNTY SSD/WWS #3 REVENUE FUND P05

FROM	TO	AMOUNT
E-3702-P005-P34.074 OE Transfer Out	E-3702-P005-P19.012 Equipment	\$3,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfers between the following funds:

BELMONT COUNTY GENERAL FUND AND THE BELMONT COUNTY DRUG TASK FORCE FUND/Y88

FROM	TO	AMOUNT
<i>General Fund-Miscellaneous</i>	<i>Drug Task Force Fund/Y88</i>	
E-0257-A015-A15.074 Transfers Out	R-9888-Y088-Y01.500 Donations	\$6,500.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 19, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **Moving Ohio Forward Demo Program - \$55,982.45** paid into R-9719-T019-T01.501 – Grants on June 18, 2013 for Moving Ohio Forward Demo Program in Martins Ferry.

Upon roll the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS - Bradley Bruce, Donna Steadman and 12 senior members to travel to Wheeling, WV, on June 24, 2013 and to Sugarcreek, OH, on June 28, 2013 for Centerville Senior Center outings. Daisy Braun and Jack Irwin to travel to Zanesville, OH, on July 29, 2013, for a St. Clairsville Senior Center outing. Estimated expenses: \$88.00

Sue Hines and senior members to travel to Sugarcreek, OH, on June 21, 2013, for a Bethesda Senior Center outing. Patricia Kinney, William Beckett and senior members to travel to Wheeling, WV, on June 24, 2013, and to Rogers, OH, on June 28, 2013, for Bellaire Senior Center outings. Duane Kesterson and senior members to travel to Wheeling, WV, on July 9, 2013, for a Colerain Senior Center outing. Shirley Case, Duane Kesterson and senior members to travel to Wheeling, WV, on July 16, 2013 for a Colerain Senior Center outing. Estimated expenses: 48.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	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 meeting of May 22, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE OHIO DEPT. OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR COMMUNITY-BASED CORRECTIONS PROGRAMS 408 NON-RESIDENTIAL MISDEMEANANT FOR FY 2014

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the Ohio Department of Rehabilitation and Correction *Subsidy Grant Agreement for Community-Based Corrections Programs 408 Non-Residential Misdemeanant* for FY 2014 (July 1, 2013 to June 30, 2014) in the amount of \$94,280.00, to be paid in four equal installments of \$23,570.00. The grant agreement if for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>
Pretrial	PT-App-2014-BelmCPAPD-00161

Note: This is a renewal of the grant for the Belmont County Adult Probation department.

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
COMMUNITY-BASED CORRECTIONS PROGRAMS
408 NON-RESIDENTIAL MISDEMEANANT

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and
WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community based law enforcement services;
NOW THEREFORE this Grant Agreement is made between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Belmont County Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

1) The Grantor awards to the Grantee the sum of \$ 94,280, to be paid in four equal installments of \$ 23,570.00 for the period beginning with the effective date of this agreement and ending 06/30/2014 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond 06/30/2014. Total expenditures for Fiscal Year 2014 (07/01/2013 to 06/30/2014) will not in any case exceed \$ 94,280.

The grant agreement is for the following programs:

<u>Program Name</u>	<u>Application Identifier</u>	<u>Amount</u>
Pretrial	PT-App-2014-BelmCPAPD-00161	94,280

2) This agreement is not effective until the date the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction electronically approves this agreement. The effective date will be indicated on the "Community Based Correction Act Program Grant Approval" letter.

3) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

4) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.

5) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.

6) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The program's tax identification number is 55-0665104

7) Quarterly payments will be made by the Grantor **BY WAY OF ELECTRONIC FUNDTRANSFER TO THE DESIGNATED PUBLIC ENTITY**. This process will continue until the total grant award has been expended.

8) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are 2014 incorporated herein by reference. The Grantee agrees to designate a fiscal agent to act on behalf of the Grantee.

9) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.

10) This agreement may not be assigned or transferred by either party.

11) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).

12) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

13) The program will make a reasonable effort to augment the funding received by the state. The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction may discontinue subsidy payments to the recipient.

14) This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.

2) The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter. Pre-Sentence Investigation Grants are required to prepare financial reports semi-annually.

To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and **TERMINATION DATA** for each offender placed into its program to the Grantor. The frequency of submitting these forms will be

determined by the Grantor and the Grantee shall make available all necessary records for validation and audit. This section does not apply to Pre-Sentence Investigation Grants.

4) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and **TERMINATION DATA** at time intervals determined by the Grantor.

5) Failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.

2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.

3) Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

4) In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

5) Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

6) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.

7) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:

a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.

b. There is a financial or audit disclosure involving misuse of state funds.

8) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.

9) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1) The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.

2) This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.

3) If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

4) All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

E) Pre-Sentence Investigation Grants

1) The purpose of these grant programs is to provide the Common Pleas Court(s) with funding to hire an employee(s) or contract with an outside agency to conduct Pre-Sentence Investigation reports (PSI) that meet the statutory obligation of ORC code 2951.03. The employee(s) paid for within this grant shall only perform duties related to the completion of these reports.

2) All Pre-Sentence Investigation reports completed by the employee(s) or subcontractor(s) paid within this grant must be emailed within 30 days of the sentencing/disposition date to the email account provided by the Grantor. The Pre-Sentence Investigation will then be uploaded into the Department of Rehabilitation and Correction PSI portal.

3) The employee(s) or sub-contractor(s) paid within this grant must receive training and certification for the Ohio Risk Assessment System and place all offender risk assessment data into the automated ORAS system.

4) The PSI writer(s) shall only complete PSI reports for the Common Pleas Court(s) listed in the application.

5) The Grantee shall submit an initial budget with this application and prepare a quarterly financial report. The financial report shall be submitted to the Bureau of Community Sanctions within thirty (30) days after the end of the quarter.

FOR THE GRANTOR:

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

Sara Andrews

Sara Andrews, Deputy Director
Division of Parole & Community Services

FOR THE GRANTEE:

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

Matt Coffland /s/ 6/19/13
County Commissioner Date

Charles R. Probst, Jr. /s/ 6/19/13
County Commissioner Date

Ginny Favede /s/ 6/19/13
County Commissioner Date

APPROVED AS TO FORM

David K. Liberati /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING AND SUBMITTAL OF THE 2013-2014 APPLICATION FOR VOCA/SVAA FUNDS/PROSECUTOR VICTIM-WITNESS ASSISTANCE PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the 2013-2014 application for VOCA/SVAA Funds (Victims of Crime Act/State Victims Assistance Act) for the Belmont County Prosecutor's Victim-Witness Assistance Program as follows:

VOCA Request	\$40,468.00
SVAA Request	\$ 6,640.00
Project Match	\$13,490.00
Project Total	\$53,958.00

Note: No general fund monies needed for match.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING THE FILING OF THE FY 2013 CDBG COMMUNITY DEVELOPMENT ALLOCATION AND CRITICAL INFRASTRUCTURE PROGRAM APPLICATIONS TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT – OFFICE OF COMMUNITY DEVELOPMENT FOR APPROVAL.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to make application to the state of Ohio for the FY 2013 Community Development Block Grant Community Development Allocation and Critical Infrastructure Programs.

Upon roll call the vote was as follows:

Commissioner Coffland	<u>Yes</u>
Commissioner Favede	<u>Yes</u>
Commissioner Probst	<u>Yes</u>

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM MICHAEL BAKER, JR. FOR PERFORMING AN ASBESTOS SURVEY INSPECTION FOR THE FORMER HAB CENTER/ BUILDINGS AND GROUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Michael Baker Jr., Inc. in the amount of \$2,086.00 for performing an asbestos survey inspection, testing and report for the former Belmont Habilitation Center buildings, based upon the recommendation of Jack Regis, Facilities Manager.

Baker

Michael Baker Jr., Inc.
A Unit of Michael Baker Corporation
 Airside Business Park
 100 Airside Drive
 Moon Township, PA 15108
 (412) 269-6300
 FAX (412) 375-3996\

June 6, 2013
 Belmont County Commissioner’s Office
 c/o Mr. Matt Coffland
 Courthouse
 101 West Main Street
 St. Clairsville, Ohio 43950
 FE: Asbestos Survey at Rehabilitation center Buildings
 Dear Mr. Coffland

Thank you for allowing Michael Baker, Jr., Inc. (Baker) to provide the Belmont County Commissioner’s Office with a proposal for professional services.

PROJECT UNDERSTANDING

It is our understanding that Belmont County will perform some demolition activities at several unoccupied buildings in St. Clairsville, Ohio. It is assumed that all of the buildings are vacant and accessible for the inspection. If not, Baker will conduct all necessary inspections and sampling of the suspected ACM at appropriate times to ensure protection of site tenants and/or occupants. The propped asbestos-containing material (ACM) survey inspection work needs to be conducted prior to commencement of demolition activities, in order to properly manage any potential ACM. It is assumed that Baker will be able to perform the surveys during consecutive work days.

INSPECTION SERVICES

Baker will visit the buildings and perform an asbestos survey inspection and testing (as necessary) to document the suspected building materials. Baker will utilize an experienced professional who is also a U.S. Environmental Protection Agency (EPA) and Asbestos Hazard Emergency Response Act (AHERA) certified asbestos inspector and an Ohio-licensed Asbestos Hazard Evaluation Specialist. The inspector will follow detailed protocols, mirroring accepted industry standard procedures and quality assurance procedures, as contained in the EPA AHERA protocols and Guidance Document “Control of Asbestos in Buildings” to ensure a complete and accurate inspection. All suspect building materials will be characterized, sampled, and analyzed for the presence of asbestos, in accordance with the applicable requirements. The sample collection efforts will be supplemented by through survey data collection.

During the inspection of each building, the suspect materials will be grouped into homogeneous sampling areas, as based upon material use, material type, facility system, uniformity of texture, and appearance. Also, Baker will document data for each suspected building material, such as type of material, description, location, thickness of insulation, diameter of pipe, height of materials, quantity, friability, and condition. Material samples collected will be considered representative of the entire homogenous material. Baker’s representative will determine the frequency of the sampling at the time of the inspection; however, each material will be sampled at a frequency sufficient to accurately characterize the material’s content.

The samples will be submitted, with chain-of-custody documentation, to a laboratory accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for analysis of asbestos. The laboratory will be directed to use the EOA recommended method utilizing Polarized Light Microscopy (PLM) as described method EPA 600 for the asbestos sample analyses. This method can identify the types of asbestos to a minimum detection limit of 1 %.

The National Emissions Standard for Hazardous Air Pollutants (NESHAP) requires that any asbestos sample containing detectable asbestos at less than 10% content when analyzed by PLM be re-analyzed using the PLM point counting procedure or the material must be considered asbestos-containing. Baker proposes to perform PLM Point Count as an additional cost item for this project. The laboratory will be directed to use the EPA recommended method utilizing PLM as described method EPA 600 for the asbestos sample analyses. This method will be for the 400 point count method and can identify the type of asbestos to a minimum detection limit of <.25%. Should additional sample analysis be recommended, Baker will advise the client, but will not proceed with the analysis of the samples by PLM Point Count until written authorization has been received. The PLM Point Count analyses will be billed at a rate of \$23.00 per sample for 2 week turn-around time.

In addition to the asbestos survey, Baker will provide a Value-Added Approach to this project. We plan to perform the asbestos inspection, testing, assessment, and evaluation of the interior and exterior building components of the buildings. **However, we also will complete assessment of any other potential hazardous building materials, such as mercury-containing devices and polychlorinated biphenyl (PCB)-containing fluorescent light ballasts at no additional cost.** This additional evaluation will determine and provide the information on the condition, location, quantity, and nature for all of the potential hazardous materials. Baker has certified/qualified individuals for this project that have the experience and expertise to ensure that the Belmont County does not disturb any unknown or unidentified hazardous material associated with these housing units. The suspected items will be assumed to contain the contaminants; thus, no sampling will be conducted. The inspection will quantify the total number of fluorescent light bulbs, thermostats, and ballasts that are observed.

The evaluation will be conducted in strict accordance with the requirements of the U.S. Environmental Protection Agency (EPA) Code of Federal Regulations for the specific contaminants; Housing and Urban Development (HUD) Lead-Based Paint Guidelines, Asbestos Hazard Emergency Response Act (AHERA); National Emission Standards for Hazardous Air Pollutants (NESHAPs); Occupational Safety and Health Administration regulations, applicable Ohio policy/guidance, and law/guidance.

REPORT

Following the survey inspection of each building, a letter report per building will be prepared to detail the inspection, sampling, analytical data, and findings. Each report will include a narrative of procedures used during the inspection activities, description of all identified material suspected of containing asbestos, material location(s), quantification of each material, findings, lab report, site plan(s) or drawings, cost estimates, and recommendations. Recommendations for asbestos control shall be made to permit safe subsequent demolition work. The reports will be provided in hard copy and as an electronic copy (PDF).

SCHEDULE

Baker can provide these services upon receipt of written authorization to proceed, and will begin these services almost immediately, based upon the availability of the buildings, contract issues, and associated coordination with the client. The schedule of report is completely dependent on the ability to complete the inspections; however, in general, the reports can be issued within three weeks following the completion of the inspections, unless another schedule is negotiated by the client and Baker prior to award. Baker

PROPOSED COST

The professional services identified in this proposal will be conducted as a lump sum, in accordance with the attached terms and conditions (Attachment I). The proposed price of the inspection of the main building at the Rehabilitation Center will be \$1,750.00. The price includes the labor associated with the proposed services, other direct costs, and reporting. We propose to inspect and report on the other three storage buildings for no additional cost if Belmont County chooses to award the main building inspection work to Baker.

During the pre-proposal meeting, it was agreed upon that a unit cost per sample analysis will be provided, and the Belmont County will pay for the actual number of sample analyses performed. The unit cost for this proposed work will be billed at a rate of \$7.00 per sample for 2 week turn-around time. For this project, we estimate 48 PLM samples for a cost of \$336.00.

Thus, the total cost estimate (labor \$1,750 + samples \$336) is \$2,086.00, based on 48 samples analyses.

This proposed cost estimate is valid for 60 days from the date of this letter. Upon acceptance of this proposal, please sign and return the attached form (Attachment II).

Should you have any questions regarding this proposal or our services, please do not hesitate to contact me at (412) 260-1280, or email me at gcase@mbakercorp.com.

Sincerely,
MICHAEL BAKER JR., INC.
Gary R. Case /s/
Gary R. Case
Project Manager
Attachment(s):
GRC:map

PROPOSAL FOR CONSULTING SERVICES

PROJECT: Asbestos Survey of Rehabilitation Center Buildings
FOR: Belmont County Commissioners
PRICE: \$2,086.00 (including 48 PLM samples)

PROPOSAL AGREEMENT FORM

AGREED AND ACCEPTED AS WRITTEN:

Matt Coffland /s/
Charles R. Probst, Jr. /s/
Ginny Favede /s/
(Signature)
Matt Coffland
Charles R. Probst, Jr.
Ginny Favede
(Printed Name)
6/19/13
(Date)

BELMONT COUNTY
(Company)

BELMONT COUNTY COMMISSIONERS
(Title)

*Please sign and return this page as the written authorization to proceed.
Thank you.*

*Gary R. Case
Michael Baker, Jr., Inc.
100 Airside Drive
Moon Township, PA 15108
Phone (412) 269-6391
Cell (412) 260-1280
E-mail: gcase@mbakercorp.com*

APPROVED AS TO FORM
David K. Liberati /s/
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR THE ENGINEER'S PROJECT 13-2 BEL-CR28A & B SIGNAL IMPROVEMENT (MALL & BANFIELD ROADS) TO PERRAM ELECTRIC, INC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's **Project 13-2, BEL-CR28 A & B Signal Improvement** (Mall & Banfield Roads) to the low bidder, Perram Electric, Inc., in the amount of \$118,494.18 based upon the recommendation of Fred Bennett, County Engineer.

Note: This project is 100% funded by Federal Highway Administration (FHWA). This is the signal light by Gabe's and Ollie's.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE THE MASTER GROUP POLICY WITH THP INSURANCE COMPANY, INC.

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commissioner Ginny Favede to execute the Master Group Policy with THP Insurance Company, Inc., Group Policy # 01242120 for health insurance coverage for eligible Belmont County employees for a period of one year commencing June 1, 2013; Plan Type: PPO

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING MEMORANDUMS OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the *Memorandum of Agreement for Deposit of Public Funds* for a four year period beginning July 1, 2013 and ending June 30, 2017 with the following financial institutions: Belmont Savings Bank, JP Morgan Chase Bank, N.A.; The Huntington National Bank; PNC Bank, National Association; WesBanco Bank, Inc.

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Belmont Savings Bank a financial institution corporation under the laws of the United States of America located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of 46 Million 625 Thousand Dollars (\$46,625,000.00) and thirty percent (30%) total assets of 148 Million 226 Thousand (\$148,226,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will accept for deposit and safekeeping the maximum sum of Fifteen Million Two Hundred Fifty Thousand Dollars (\$15,250,000.00) or any part thereof of the active deposits of the Belmont County Commissioners and it will accept for deposit and safekeeping the maximum sum of Fifteen Million two Hundred Fifty Thousand Dollars (\$15,250,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth:

(_____ Dollars (\$ _____) for the period beginning July 1, 2013 and ending June 30, 2017 as active deposits, and _____ Dollars (\$ _____) for the period beginning July 1, 2013 and ending June 30, 2017 as inactive deposits, and _____ Dollars (\$ _____) for the period beginning July 1, 2013 and ending June 30, 2017 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Fifteen Million Two Hundred Fifty Thousand Dollars (\$15,250,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Fifteen Million Two Hundred Fifty Thousand Dollars (\$15,250,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

<u>FDIC Insurance</u>	Amount <u>\$250,000.00</u>
a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:	
Itemize	Market Value
<u>Mortgage-Backed Securities</u>	<u>\$ 15,000,000.00</u>
_____	<u>\$ _____</u>

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	<u>\$ _____</u>
_____	<u>\$ _____</u>

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 8th day of May, 2013.

Belmont Savings Bank
By: Thomas Poe /s/
Thomas Poe- President & CEO
By: James A. Trouten /s/

James A. Trouten VP, Controller
Belmont County Board of Commissioners
By: Matt Coffland /s/
Matt Coffland -V.P. (6-19-13)
By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.. - (6-19-13)
By: Ginny Favede /s/
Ginny Favede - President- (6-19-13)

**MEMORANDUM OF AGREEMENT
FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, JPMorgan Chase Bank, N.A., a financial Institution corporation under the laws of The United States of America located and doing business within Belmont county, Ohio, hereinafter referred to as the "Financial Institution," having capital funds as defined by Section 135.01 (C) of the Revised Code of One Hundred Eight Billion, Four Hundred Six Million Dollars (\$108,406,000,000) and thirty percent (30%) total assets of Five Hundred Sixty Nine Billion, Thirty One Million Nine Hundred Thousand Dollars (\$569,031,900,000) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to Belmont County Commissioners, Belmont County, Ohio, that for the full time beginning July 1, 2013 and ending June 30, 2017 both inclusive, it will accept for deposit and safekeeping the maximum sum of \$2,500,000.00 or any part thereof of the active deposits of the Belmont County Commissioners; it will accept for deposit and safekeeping for maximum sum of \$2,500,000.00 or any part thereof of the interim deposits of said subdivision as active, interim, and inactive deposits as defined in Section 135.01 of the Revised Code;

WHEREAS said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont county Commissioners, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth up to: \$2,500,000.00 for the period beginning July 1, 2013 and ending June 30, 2017 as active deposits for \$0.00 for the period beginning July 1, 2013 and ending June 30, 2017 as interim deposits, and \$0 for the period beginning July 1, 2013 and ending June 30, 2017 as inactive deposits, both dates inclusive; and awarded to it, as such depository, a deposit of deposits of money at the rate of interest for such inactive and interim deposits set forth in its applications for the deposit of public moneys; the total of which active, interim, and inactive deposits awarded totals \$2,500,000.00, a total which does not exceed the limit set by Section 135.03, of Revised Code of the thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners, and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County commissioners, said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of \$0 of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasure of designated Trustee to said Belmont County Commissioners for the benefit of said Belmont county Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as it at such time insured by the Federal Deposit Insurance.

Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposit or security offered are securities of the United States Government or other eligible securities as prescribed by Chapter 135.181 of the Ohio revised Code adequate to secure deposits.

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in fourteen or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposits, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of the Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposed of the daily balances of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subjected to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment of amendments of the any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

Belmont County Commissioners

Charles R. Probst, Jr. /s/
Matt Coffland /s/ V.P.
Ginny Favede /s/

Name

6/19/13

Title

JPMorgan Chase Bank, N.A.

Stephen S. Bohach /s/

Stephen S. Bohach
Vice President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Huntington National Bank a financial institution corporation under the laws of the State of Ohio, United States of America located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of four billion, nine hundred and two million, six hundred and seventy-five thousand Dollars (\$4,902,675,000.00) and thirty percent (30%) total assets of Fifty-five billion, eight hundred and sixty million, sixty-two thousand Dollars (\$55,860,062,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will accept for deposit and safekeeping the maximum sum of Fifty million Dollars (\$50,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners and it will accept for deposit and safekeeping the maximum sum of Twenty Million Dollars (\$20,000,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth:

() Dollars (\$) for the period beginning July 1, 2013 and ending June 30, 2017 as active deposits, and _____ Dollars (\$) for the period beginning July 1, 2013 and ending June 30, 2017 as inactive deposits, and _____ Dollars (\$) for the period beginning July 1, 2013 and ending June 30, 2017 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals _____ Dollars (\$), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Fifty million Dollars (\$50,000,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

Investments per ORC Amount \$ _____

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 30th day of May, 2013.

The Huntington National Bank

By: Sarah E McIntosh /s/ Vice President

By: _____

Belmont County Commissioners

(Name of Political Subdivision)

By: Matt Coffland /s/

Matt Coffland V.P. 6/19/13

By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr. 6/19/13

By: Ginny Favede /s/

Ginny Favede, President 6/19/13

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This Agreement is made on the 19th day of June, 2013 by and between **PNC Bank, National Association**, a banking corporation under the laws of the United States, located and doing business within the State of Ohio ("Bank"), and the **Belmont County** ("Depositor").

Section 1. Depositor hereby designates Bank as a public depository for Depositor's active, interim and inactive deposits during the period beginning **July 1, 2013**, to and including, **June 30, 2017**.

Section 2. Bank hereby agrees:

- (a) to receive for deposit, during the period of designation any funds of Depositor and to deposit said funds into the account(s) designated by Depositor and agreed to be Bank; and
- (b) to furnish to the Depositor a monthly statement during any time that the Bank holds any active, interim or inactive deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued; and
- (c) in order to secure the performance of its obligations hereunder, to pledge and deposit with a designated trustee, at the option of the Bank, a pool of eligible securities in accordance with the provisions of Chapter 135.181 of the Ohio revised code; and
- (d) to comply with the provisions of Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

Section 3. Depositor hereby agrees:

- (a) to be subject to the rules governing the accounts in which the Depositor's active, interim and inactive deposits are deposited; and
- (b) to provide Bank the names and signatures of those persons authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the Bank may request; and
- (c) that Bank may designate, as its option, the manner in which the active, interim and inactive deposits of Depositor will be secured in accordance with Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Belmont County

Charles R. Probst, Jr. /s/

Matt Coffland Vice-President/s/

By: Ginny Favede President /s/

Title: Belmont County Commissioners

PNC Bank, National Association

Kevin Grobelny /s/

By: _____

Title: Senior Vice President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, WesBanco Bank, Inc., a financial institution corporation under the laws of the State of Ohio, United States of America located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of \$794,517,000 Dollars (\$794,517,000) and thirty percent (30%) total assets of 6,061,793,000 (\$6,061,793,000) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will accept for deposit and safekeeping the maximum sum of twenty million Dollars (\$20,000,000) or any part thereof of the active deposits of the Belmont County Commissioners and it will accept for deposit and safekeeping the maximum sum of twenty million Dollars (\$20,000,000) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth:

(twenty million) Dollars (\$ 20,000,000) for the period beginning July 1, 2013 and ending June 30, 2017 as active deposits, and twenty million Dollars (\$20,000,000) for the period beginning July 1, 2013 and ending June 30, 2017 as inactive deposits, and twenty million Dollars (\$20,000,000) for the period beginning July 1, 2013 and ending June 30, 2017 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals sixty million Dollars (\$60,000,000), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of sixty million Dollars (\$60,000,000) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

US Treasury, Municipal Bonds, Government Securities

Amount 105% of balance

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily

balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 4th day of June, 2013.

WesBanco Bank, Inc.

By: William Goodrich /s/

William Goodrich- Senior Vice President

By: _____

Belmont County Commissioners

By: Matt Coffland /s/

Matt Coffland -Vice-President (6-19-13)

By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr. (6-19-13)

By: Ginny Favede/s/

Ginny Favede – President (6/19/13)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM ERB ELECTRIC CO. FOR TECHNOLOGY UPGRADES/ COMMON PLEAS COURT RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Erb Electric Company in the amount of \$ 11,620.00 for material and labor for technology upgrades as part of the Belmont County Common Pleas Court renovation project.

ERB Electric Company

500 Hall Street
Suite 1
Bridgeport, OH 43912

WV: 304-233-0161

OH: 740-633-5055

Fax: 740-633-5127

WV Contractor's License WV0003498

Belmont County Commissioners
101 W. Main Street
St. Clairsville, OH 43950

June 13, 2013

QUOTATION

Erb Electric Co. proposes to provide materials and labor for the following:
Technology upgrades and courtroom remodel

1. MULTIMEDIA ACCESS FLOOR BOXES

[2] Black Powdercoat Pocket Box containing these inputs: HDMI, XLR, 3.5mm Audio, RJ45, VGA, AC

[2] Black Powdercoat Pocket Box containing these inputs: HDMI, 3.5mm Audio, RJ45, VGA, AC

[lot] All connector cables: HDMI, VGA, 3.5mm, Cat5, 18/2, XLR

[1] HDMI connector cable from multiplexer to TV

2. MULTIPLEXER

[1] Atlona switcher- HDMI, VGA, 3.5mm, Cat5E → HDMI TV

[1] HDMI to Cat5 converter

[1] Atlona 1x2 HDMI Distribution amplifier

3. OUTDOOR TELEVISION CONNECTOR BOX

Connector for television cameras in courtroom near bailiff desk, running to wall-mount lock box on NE corner of building; plue RG6 Coax run, wall penetration and seal

4. MISCELLANEOUS

Move Ethernet jack from W wall to under bench

Wire runs & jacks for video monitors at bench and witness stand

Troubleshoot and re-wire existing speakers to eliminate audible RF interference

Total Investment: \$11,620.00 (Eleven thousand Six hundred Twenty Dollars)

Pricing does not include any taxes or permit fees

Prices remain in effect for 30 days

One-year warranty on all equipment and labor

Proposal submitted by:
Gregg Molnar
Telecom-Data-Security Division
ERB ELECTRIC CO.
500 Hall St.
Bridgeport, OH 43917

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH ODJFS ON BEHALF OF BELMONT CO. DJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with the Ohio Department of Job and Family Services (ODJFS), on behalf of Belmont County Dept. of Job and Family Services, for Subgrant Agreement G-1415-11-5332, effective July 1, 2013 through June 30, 2015.

Note: This biennial agreement allows ODJFS to fund the local county DJFS offices and allows ODJFS to forward next year's funding to the Department.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1415-11-5332

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Belmont County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Sections 307.98 and 5101.21, Revised Code.

The intent of this Subgrant Agreement is to establish between ODJFS and the Board the relationship of a "pass-through entity" and a "subrecipient" as those terms are used in OMB Circular A-133, promulgated by the United States Office of Management and Budget (OMB). This Subgrant Agreement is applicable to all subawards by ODJFS to Belmont County for the operation of the Belmont county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in Section 329.04, Revised Code, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in Section 307.981, Revised Code. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in Section 329.40, Revised Code.

B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141, Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.

C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.

D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any OMB circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

E. "Subgrantee" has the same meaning as "county grantee," as that term is defined in Section 5101.21 (A) (1), Revised Code.

F. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in Section 5101.21 (A) (6), Revised Code.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Belmont CDJFS/CSEA/PCSA.

B. This Subgrant Agreement is entered into by the Board on behalf of Belmont County and of the Belmont CDJFS/CSEA/PCSA (hereinafter collectively referred to as "SUBGRANTEE").

ARTICLE II. STATUTORY AUTHORITY OF ODJFS

As a pass-through entity under OMB Circular A-133, ODJFS may:

A. Provide financial assistance to the SUBGRANTEE in accordance with this Subgrant Agreement and state and federal laws.

B. Provide annual financial, administrative, or other incentive awards to the SUBGRANTEE subject to Section 5101.23, Revised Code.

C. Monitor the SUBGRANTEE to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.

D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this agreement.

E. Provide technical assistance and training to assist the SUBGRANTEE in complying with its obligations under state and federal law and this agreement.

F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the SUBGRANTEE will be taken in accordance with Section 5101.24, Revised Code, unless another section provides authority for a different action. If ODJFS takes an action authorized by Section 5101.24, Revised Code, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with Section 5101.24, Revised Code, except as provided by Section 5101.24(E)

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB Circular A-133, SUBGRANTEE must:

A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.

B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

C. Promptly reimburse ODJFS the amount the SUBGRANTEE is responsible for, pursuant to action the department takes under division (C) of Section 5101.24, Revised Code, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.

D. Promptly reimburse to ODJFS the amounts of any cash overdrafts or excessive cash draws paid to SUBGRANTEE by ODJFS.

E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a familyservices duty for which this Subgrant is awarded determines compliance has not been achieved.

F. Where SUBGRANTEE identifies reimbursements or other payments due to ODJFS, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where ODJFS identifies reimbursements or other payments due ODJFS and notifies SUBGRANTEE, payment shall be made in the manner specified by ODJFS.

G. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE. SUBGRANTEE must also ensure that any matching funds, regardless of their source, that SUBGRANTEE manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.

- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2013, through June 30, 2015, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Article IV-A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to Section 126.07, Revised Code, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2014 and 2015 and grant specific terms and conditions such as, but not limited to, the applicable period of availability, will be provided to SUBGRANTEE in formal notices. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify SUBGRANTEE of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 74 and 92, 7 CFR 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. SUBGRANTEE agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, SUBGRANTEE must be able to reconcile budgetary expenditures to actual costs when required by ODJFS.
- E. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-102, 2 CFR 225 (A-87), and A-133, as well as 45 CFR 92, 7 CFR 3016, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
 - 1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20 and 7 CFR 3019.21, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23 and 7 CFR 3016.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.
 - 3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24 and 7 CFR 3016.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws. For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under Section 5101.16, Revised Code, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
 - 4. Program Income: Program income must be used as specified in 45 CFR 92.25 and 7 CFR 3016.25.
 - 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31 and 7 CFR 3016.31.
 - 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32 and 7 CFR 3016.32.
 - 7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33 and 7 CFR 3016.33.
- F. SUBGRANTEE expressly certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133. Subject to the threshold requirements of 45 CFR 92.26, 7 CFR 3016.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, T§ .500 that covers funds received under this agreement. Costs of such audits are allowable as provided in OMB Circular A-133, Subpart E, T§ .230. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37nd Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination,

ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

C. Pursuant to Section 5101.24, Revised Code, 45 CFR 92.43, and 7 CFR 3016.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;
2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;
4. Withhold further awards for the Subgrant activity; or
5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.

D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
3. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
4. Perform any other tasks that ODJFS requires.

E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215.

B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Agreement.

C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

B. Addenda: ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. Subgrants

1. Any subgrants made by SUBGRANTEE to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and 7 CFR 3016.37 and will impose the requirements of 45 CFR 92, 7 CFR 3016, 45 CFR 74, and 7 CFR 3019, as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of Section 5101.21, Revised Code.

2. Debarment and Suspension: As provided in 45 CFR 92.35 and 7 CFR 3016.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, SUBGRANTEE must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

3. Procurement: While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 7 CFR 3016.36, 45 CFR 74.40 through 45 CFR 74.48, and 7 CFR 3019.40 through 7 CFR 3019.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.

4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 92.40, 7 CFR 3016.40, and OAC 5101:9-1-88. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.

5. Duties as Pass-through Entity: SUBGRANTEE must perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a passthrough entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.

B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of Section 5101.21, Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

G-1415-11-5332

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

Belmont County DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

Dwayne Pielech 6-3-13

Michael B. Colbert, /s/ (LM)

CDJFS/PCSA/CSEA Director Date

Michael B. Colbert, Director

11-273-3543

7/2/13

County Agency DUNS Number

Date

Charles R. Probst, Jr. /s/ 6/19/13

County Commissioner Date

Matt Coffland /s/ 6/19/13

County Commissioner

APPROVED AS TO FORM:

Ginny Favede /s/ 6/19/13

David K. Liberati /s/ Assistant

County Commissioner Date

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING A RENEWAL OF THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND HARMONY HOUSE, INC.

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, 2013 through June 30, 2014 in the maximum amount of \$160,000.00.

Note: This is to provide for 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 1st day of July, 2013, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Harmony House of Belmont County (hereinafter "Contractor"), is for the purchase for the establishment of a fully-functioning Children's Advocacy Center 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 communities respond 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.

To develop and maintain a Children's Advocacy Center for Belmont County, Ohio as a full-service satellite office 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 victim and family 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 every 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 19th birthday), services are available to adults with special needs who allege some type of victimization. Upon request, Contractor will also provide services to other adults 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 effected 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: Leslie Vassilaros
Harmony House
2000 Eoff St.
Wheeling, WV 26003

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2013. **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, 2014.

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 first year of funding.
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 funding year.
3. To provide on-site forensic interviews in the Contractor’s child-friendly setting to the Purchaser, prosecution, and law enforcement referrals during the funding year.
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 funding year.
5. To provide community education for prevention, awareness, and to identify victims of child abuse to at least 100 Belmont County participants during the funding year.
6. To provide mental health interventions and coordination of medical referrals/exams to Contractor, Belmont County children referred to Contractor and in need of these services during the funding year.
7. Contractor will schedule victim interviews within three working days upon receipt of referral.
8. Contractor will provide a verbal report and interview CD to Purchaser upon completion of interview.
9. Contractor will provide a written report to Purchaser within two weeks of interview.

B. 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.
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. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$160,000**.

All financial obligations of Purchaser under this contract are subject to federal, Ohio, and local 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 10th 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.

Personnel	\$110,276	
(includes 50% Executive Director, 50% CAC Coordinator, 100% Forensic Services Specialist, and 50% Child and Family Personnel)		
Salaries		
Payroll Taxes		
FICA		
SUTA		
Workers’ Comp		
Health Insurance		
Pension		
	Client †	\$3,500
Office Supplies		\$4,000
Postage		\$1,500
Printing		\$3,000
Payroll Service Fees		\$900
Telephone		\$2,400
Internet		\$1,200
Maintenance Contracts/Copies		\$1,500
Travel Expenses		\$3,000
Training/Staff Development		\$10,000
Dues and Subscriptions		\$1,000
Advertising		\$1,000
Database Fees		\$1,000

Security	\$1,000
Logos/Decorations	\$1,000
Liability and Property Insurance	\$3,500
Accounting and Auditing Fees	\$5,000
Legal Fees	\$2,500
Miscellaneous	\$2,724

TOTAL without projected in-kind of space, furnishings, etc. \$160,000

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. This budget is a projected budget. The line items and amounts may be adjusted as needed. The annual total of requests for reimbursement submitted to Purchaser are not to exceed \$160,000. It is suggested that any funds not spent down during the fiscal year 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 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 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 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 Purchaser 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>Dwayne D. Pielech /s/</i>	6-12-13
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
<i>Matt Coffland /s/</i>	6/19/13
Belmont County Commissioner	Date
<i>Charles R. Probst, Jr. /s/</i>	6/19/13
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	6/19/13
Belmont County Commissioner	Date
<i>Leslie Vassilaros /s/</i>	6/6/13
Leslie Vassilaros, Director Harmony House, Inc.	Date
<i>David K. Liberati /s/ Assistant</i>	6-18/13
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING A RENEWAL OF THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND THE COMMUNITY ACTION COMMISSION FOR THE WIA YOUTH PROGRAM

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 the Community Action Commission of Belmont County for the WIA Youth Program, effective July 1, 2013 through June 30, 2014 in the maximum amount of \$65,000.00.

Note: The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Supportive Services; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County.

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

Whereas, this contract, entered into on this 1st day of **July, 2013**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2013 (7/1/13 – 6/30/14). These services are four of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

II PARTIES

The parties to this agreement are as follows:

Purchaser:	The Belmont County Department of Job and Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
Contractor:	The Community Action Commission of Belmont County 153 ½ West Main Street St. Clairsville, OH 43950 740-695-0293

III CONTRACT PERIOD

This contract and its terms for Program Year 2013 will become effective on July 1, 2013. The termination date of this contract is June 30, 2014.

IV DEFINITIONS

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

Allowable Costs

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

Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours for Out-of-School Youth and a maximum 120 hours for In-School Youth.

Work Experience hours may be extended on a case by case basis if funds are available.

Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork

formats, tools, equipment and materials, and breakdown and clean-up routines.

Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

Employability Skills

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

Advanced Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

Post-Secondary Education

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

Qualified Apprenticeships

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

Military Service

Reporting for active duty.

Performance

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

Proportional payment

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

Services

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

WIA

WIA is the Workforce Investment Act. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall make available Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of total participants for the program is a minimum of sixteen (16) In-School Youth enrolled by January 15, 2014, and a minimum of four (4) Out-of-School Youth enrolled by April 15,

2014. Of the total participants (In-School and Out-of-School), ten (10) may be enrolled in Work Experience which can be increased based on funding. In-School Youth Work Experience participants must begin Work Experience by April 1, 2014. Out-of-School Youth Work Experience participants must begin Work Experience by April 30, 2014. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.

2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
12. Contractor may refer potential participants to the Purchaser for eligibility determination.
13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
14. The Contractor's staff must become familiar with Area 16 WIA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives.
15. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
16. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
17. 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 ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
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 pay all costs related to providing Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Enrollment of a minimum of sixteen (16) In-School Youth by January 15, 2014 and enrollment of a minimum of four (4) Out-of-School Youth by April 15, 2014.**
3. **Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. The Number in Work Experience may be increased depending on availability of funds.**
4. **Provide follow-up to all exited WIA Youth participants as determined by the Purchaser including participants not directly served by the Contractor. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.**

D. Performance Standards

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

Service-delivery Measures

1. **Enrollment of a minimum of sixteen (16) In-School Youth in the program by January 15, 2014 and enrollment of a minimum of four (4) Out-of-School Youth in the program by April 15, 2014. Of those total participants (In-School and Out-of-School Youth), ten (10) may be enrolled in Work Experience. In-School Youth must be enrolled in Work Experience by April 1, 2014. Out-of-School Youth must be enrolled in Work Experience by April 30, 2014. Provide Work Experience; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth.**

Failure by the Contractor to meet these targeted enrollment numbers by the enrollment deadline will result in the following as

determined by the Purchaser:

- a) Submission of a corrective action plan by the Contractor to the Purchaser outlining the reason for not meeting the enrollment requirements and measures to be implemented to achieve the enrollment requirements. The corrective action plan must be approved by the Purchaser to allow the Contractor to continue the provision of services specified in this contract; or b) Termination of this contract by the Purchaser due to the Contractor's failure to meet the enrollment requirements specified in this contract (Reference XXII Termination and XXIV Breach of Contract).

Contractual Performance Measures

1. Sixty percent (60%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.
2. Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed for each In-School Youth: first by January 31, 2014 and the second by May 15, 2014. One survey must be completed on each Out-of-School Youth within two weeks of the end of program activity completion.
3. Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.
4. Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.
5. Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.
6. Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the contractor.
7. Contractor will use the Purchaser's follow-up log on exited youth to document 12 month follow-up status. The Contractor's satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser to ensure the Contractor is meeting the required follow-up time frames: 1st Quarter After Exit one (1) to six (6) months and seven (7) to twelve (12) months.

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

Contractual Reviews

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

E. Performance Reporting

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

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

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

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

F. Evaluation and Monitoring

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

both off-site and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$65,000.00 WIA Youth Funds (CFDA # 17.259)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

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

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	3920.00
Operating Staff Wages and Fringes	38524.00
Participant Wages and Fringes	10,595.00

Operating Expenses	9381.00
Administrative Expenses	2580.00
TOTAL COST:	65,000.00
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	65,000.00

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

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

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

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort,

contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

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

<u>Dwayne D. Pielech /s/</u>	<u>6-10-13</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Matt Coffland /s/</u>	<u>6/19/13</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/19/13</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>6/19/13</u>
Belmont County Commissioner	Date
<u>Gary F. Obloy /s/</u>	<u>6/24/13</u>
Gary Obloy	Date
Community Action Commission of Belmont County	
<u>David K. Liberati /s/ Assistant</u>	<u>6-18-13</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING RENEWAL OF AGREEMENT BETWEEN BCDJFS ON BEHALF OF BELMONT CO.FAMILY AND CHILDREN FIRST COUNCIL AND THE CAC FOR THE HELP ME GROW PROGRAM (EARLY INTERVENTION COMPONENT, PART C)

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a renewal of the agreement between the Belmont County Department of Job & Family Services (on behalf of the Belmont County Family and Children First Council) and the Community Action Commission of Belmont County for the *Help Me Grow Program (Early Intervention Component, Part C)* effective date is July 1, 2013 through June 30, 2014 in the maximum amount of \$82,145.00.

Note: *Help Me Grow is a collaborative and integrated system of services and supports to help families create an environment conducive to growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency.*

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 1st day of July, 2013, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

Help Me Grow Service Coordination providers fulfill Part C of the federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Help Me Grow Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in Ohio Administrative Code 3701-8-07, 3701-8-07.1, 3701-8-10 and 3701-8-10.1 to include coordination of screenings, evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family service Plans (IFSPs); and following procedural safeguards to ensure parent's rights.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2013 through June 30, 2014, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$82,145.00 (\$50,930 Federal Funds and \$31,215 GRF Funds) unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work produced under this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Health, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: This work is funded in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Me Grow Early Intervention Program and as a sub-award of a grant issued by the U. S. Department of Education under Part C of IDEA grant, grant award number [H181A1200241] and CFDA number [84.181A].
- C. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may-- from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council-- communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: DELIVERABLES

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

ARTICLE VI: TERMINATION AND AMENDMENT

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

ARTICLE VII: LIMITATION OF LIABILITY

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

ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
KARRAS PAINTING LLC/COMMON PLEAS COURT RENOVATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Karras Painting LLC in the amount of \$6,595.00 to remove existing wallcovering, patch damaged areas after removal, tape and finish new drywall, paint ceiling, walls, trim, window frames, doors and door frames for the Common Pleas Court renovation project.

*RESIDENTIAL
*COMMERCIAL
*INDUSTRIAL
*WATERBLASTING
*INTERIOR DECORATING
*WV000249
April 12, 2013
Belmont County Commissioners
101 West Main Street
St. Clairsville, OH 43950
RE: Judge Sullivan's Courtroom
Drywall Taping/ Painting
Gentlemen:
Per our meeting with Jack Regis at the courtroom, we are pleased to submit the following proposal to remove existing wallcovering, patch damaged areas after removal, tape and refinish new drywall, paint ceiling, walls, trim, window frames, doors and door frames.

Karras Painting L.L.C.
2408 EOFF STREET WHEELING, WV 26003
PHONE: (304) 233- 2211
FAX: (304) 233-2213

PAINTING PROPOSAL \$6,595.00

Should you have any questions, please do not hesitate to call.

Sincerely,
KARRAS PAINTING LLC
Nick M. Karras /s/
Nick M. Karras
Manager
NMK/lks

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
FLOORING FOUNDATIONS, LLC/FORMER BELMONT CO.
SHERIFF RESIDENCE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Flooring Foundations, LLC, Grove City, OH, in the amount of \$7,931.15 for sheet vinyl flooring and carpeting to be installed on the second floor of the former Belmont Co. Sheriff's Residence.

FLOORING FOUNDATIONS, LLC
4446 BROADWAY, GROVE CITY, OHIO 43123
PHONE: 614-774-7404 FAX: 614-801-1757
EMAIL: chip@flooringfoundations.com

**CERTIFICATIONS: EDGE, FBE, DBE, WBE, LEDE, DFWP
FACSIMILE TRANSMITTAL SHEET**

TO: Jack Regis FROM: Chip Eakin
COMPANY: Belmont County DATE: JANUARY 23, 2013
FAX NUMBER: 740-699-2156 TOTAL NO. OF PAGES UNCLUDING COVER 1
RE: Belmont County Sheriff's Residence CC: File
2nd Floor Floorcoverings

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Jack,
We propose to furnish and install the following products at the aforementioned project:
• Sheet Vinyl Flooring-Armstrong "Duality-Premium Plus" Color: G6031
• Carpeting-Bigelow "Solved" Color #7873 Thinking Tawny
Both products will be installed via direct gluedown. The sheet flooring plank pattern will be running the length of the room. The sheet vinyl is in stock in Cincinnati but the carpet has a production date of 2-9-13.
The installed costs are as follows:
Sheet Vinyl Flooring.....\$1,485.15
Carpeting.....\$6,446.00
Total Combined\$7,931.15
Please issue a purchase order for the above amount and send with a 50% deposit.
If you have any questions please give me a call.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Steve Hill of North American Coal Corp. presented the board with a book that is being put out by North American Coal Corp., as they are now 100 years old. It explains the company's 100 years in this area which had its start in Powhatan Point, Ohio in 1913. Mrs. Favede thanked Mr. Hill noting North American Coals long lineage and history. Mr. Hill noted that at one time they employed 5,500 people in this area and had seven (7) coal mines. The main office is now in Dallas, Texas. They are expanding all over the country and moving forward.

A discussion was held on the Governor's proposed severance tax and how monies would be distributed back to the counties. Mrs. Favede said the board couldn't support the proposed tax if there was no guarantee of any monies coming to the General Fund. She said a letter opposing the severance tax is being worked on now. Mrs. Favede said Sen. Gentile feels they are not listening to this area. She stated we appreciate the economic opportunity oil and gas has brought to our county, but it's costing us money for them to operate with increased maintenance costs and supplies with the courthouse being open additional hours and the Engineer's costs for roads and supplies has also increased.

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE ENGINEER'S PROJECT 13-3 RESURFACING PORTIONS OF VARIOUS COUNTY HIGHWAYS

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 13-3 resurfacing portions of various County Highways based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

The following roads to be resurfaced are as follows:

CH 4 Barton – US 250	2.35 miles
CH 5 Crescent – US 250	2.53 miles
CH 82 Airport Road	3.17 miles
CH 214 I-70 to mile marker 2.48	2.48 miles
	10.53 miles

NOTICE TO BIDDERS

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:15 A.M.** (Local time), **Wednesday, July 17, 2013** for **Project 13-3 "Resurfacing portions of various County Highways"** for the Belmont County Engineering Department, St. Clairsville, Ohio, 43950, and then at said office publicly opened and read aloud.

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

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check, or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid.

Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

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

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

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

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays – July 1, 2013 and July 8, 2013

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:45 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 employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:55 A.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ADOPTING RESOLUTION APPOINTING MR. JOHN M. ROWAN AS DIRECTOR OF THE BELMONT CO. DEPT. OF JOB AND FAMILY SERVICES

RESOLVED BY THE BELMONT COUNTY BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO THAT:

Pursuant to and in accordance with Sections 329.01 and 329.02 of the Ohio Revised Code, the Belmont County Board of Commissioners appoints Mr. John M. Rowan as Director of Belmont County Job and Family Services; and be it further

RESOLVED, that under control and direction of the Board that Mr. Rowan, as Director, shall have full charge of the Department as outlined in Chapter 329 of the Ohio Revised Code; and be it further

RESOLVED, that in accordance with Section 329.02 of the Ohio Revised Code Mr. Rowan shall be in the unclassified civil service and serve at the pleasure of the Board; and be it further

RESOLVED, that the Director shall be compensated \$80,000 annually; and be it further

RESOLVED, that the Director shall be subject to applicable County policies regarding vacation, leave, insurance, and other benefits as prescribed in the County Personnel Policy Manual; and be therefore be it

RESOLVED, that such appointment shall take effect on July 15, 2013.

Adopted this 19th day of June, 2013

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing resolution.

Upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Probst	<u>Yes</u>

DISCUSSION HELD RE: JOHN ROWAN - NEW DIRECTOR OF BCDJFS – Commissioner Favede introduced the new BCDJFS Director John M. Rowan. Mr. Rowan thanked the board for giving him the opportunity to lead DJFS going forward. He said it was an awesome responsibility and one that he looked forward to very much. He said had the pleasure this morning of meeting with the staff for a few minutes to introduce himself and he said he is very excited at the opportunity to carry on the programming and the support services that the department provides to the public. He looks forward to getting to know everyone in his new capacity. He introduced his wife, Colleen and their son, Michael. He stated without them he would not have been in a position to do this job. He concluded by stating he looked forward to serving the citizens of Belmont County in his new role.

Mrs. Favede stated she asked Juvenile/Probate Court Judge J. Mark Costine to speak on behalf of Mr. Rowan, who comes from Oakview Juvenile Residential Center, which is one of the divisions that Judge Costine oversees. Mrs. Favede noted that Mr. Rowan came with the highest recommendations from Judge Costine. Judge Costine stated he was the lead judge on the Oakview Juvenile Residential District and said the board could not have made a better pick than John. As much as he knows Oakview hates to lose him, they realize that this is a great responsibility and a great opportunity for him and his family. Mr. Coffland gave his congratulations. He said he knew he was taking on a great responsibility, but he feels he will do a very good job following in some big footsteps of Dwayne Pielech who has been Director for 14 years and has done well. He is looking forward to working with Mr. Rowan for many years. Mr. Probst welcomed Mr. Rowan aboard. He noted it is always a tough search when replacing a director. He noted the many hours spent in executive session reviewing the many applications and resumes. Mr. Probst stated Mr. Rowan’s resume came to the top right away. Mr. Probst stated the compassion he has demonstrated in the past and now with previous staff and the staff he will inherit and the public he has served is what sold him. He said “you are going to be a great fit and we look forward to helping you move the DJFS into the future.” Mrs. Favede noted this was a very difficult process to go through in replacing someone. She said Mr. Rowan hit every point the board was looking for. She remarked that when she was discussing the position with John, they talked about what a great job it is and what an awesome responsibility it is. DJFS provides a safety net to the society that is Belmont County on many, many different levels. Mrs. Favede said, “What I like about you John in this capacity is that your very core is compassion and kindness. You are a true leader and that has been reflected in every job that you have ever had. Your references beyond Mr. Costine were outstanding.” A few current members of the Oakview staff were present and spoke of John’s great passion and leadership. They are sad to see him go, but are happy for him. They are excited to see what he does for Belmont County.

IN THE MATTER OF ADOPTING THE RESOLUTION OPPOSING GOVERNOR KASICH’S SEVERANCE TAX PROPOSAL

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution opposing Governor Kasich’s severance tax proposal within the budget bill (House Bill 59).

RESOLUTION OPPOSING GOVERNOR KASICH’S SEVERANCE TAX PROPOSAL (HB 59)

WHEREAS, the Board of Belmont County Commissioners would like to express its opposition to the Governor’s severance tax proposal within the budget bill (HB59). The governor’s office proposes a 4.5% severance tax with 75% of that going to a statewide income tax cut, 25% would stay in the region with only 25% of that quarter going to local governments and the remainder distributed among the thirty-three Appalachian counties. There is no guarantee that any of the aforementioned funds will be returned to our county’s general fund; and

WHEREAS, we strongly believe that a significant portion of the severance tax should be returned to the local governments of the counties currently being impacted by the oil and gas drilling industry to be utilized to offset associated costs for infrastructure repairs and improvements, law enforcement, emergency management services, and other government services.

NOW, THEREFORE, BE IT RESOLVED, the Board of Belmont County Commissioners cannot support Governor Kasich’s severance tax as it has been proposed within the budget bill (HB 59). While we do not wish to reject any monies that would benefit the residents of Belmont County, we believe this is in fact just a means to fund tax breaks for the wealthy.

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call was unanimously adopted this 19th day of June, 2013.

BELMONT COUNTY COMMISSIONERS
Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice-President
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

BREAK

RECONVENED WITH COMMISSIONERS COFFLAND AND PROBST PRESENT. ABSENT COMMISSIONER FAVEDE.

OPEN PUBLIC FORUM - Mike Bianconi took issue with the depth of asphalt the Engineer will be using to pave various county roads. John White stated that on Co. Rd. 10 from Flushing to Lafferty no weeds have been cut since last week’s meeting. Mr. Coffland called the Engineer’s Garage and they advised that area is scheduled to be cut in a few weeks.

BREAK

RECONVENED THURSDAY JUNE 20, 2013. PRESENT – COMMISSIONERS FAVEDE AND COFFLAND. ABSENT – COMMISSIONER PROBST.

IN THE AMOUNT OF ACCEPTING THE PROPOSAL FROM DESIGN STUDIO/TILE CREATIONS/Common Pleas Court Renovation Project

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Design Studio/Tile Creations of St. Clairsville in the amount of \$ 5,363.00 for fabric, labor and installation of draperies for the Common Pleas Court renovation project.

Design Studio / Tile Creations

Invoice #860

201 East Main Street

Invoice Date 6/13/2013

St. Clairsville, Ohio 43950

Phone – Fax: (740) 695-5553

INVOICE

City of St. Clairsville c/o Judge Solavan

Municipal Building

St. Clairsville, OH 43950

<u>Product</u>	<u>Description</u>	<u>Amount</u>
Draperies	Swags, Cascade, Fabric and labor	\$3,238.00
Draperies	Panels, Fabric and Labor	\$2,125.00
	Subtotal	\$5,363.00
	Tax	
	Total	\$5,363.00
Notes	Amount Paid	
THIS INCLUDES A MEDIUM FABRIC, LINED ON BOARDS, NO RODS, SIDE PANELS, PINCH PLEATED, COVERS ALL FABRIC, LABOR AND INSTALLATION	Balance Due	\$5,363.00

Thank you for considering us for your design needs.
We appreciate your support of a local business.

Upon roll call the vote was as follows:

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

RECONVENED FRIDAY, JUNE 21, 2013 AT 12:33 P.M. ALL COMMISSIONERS PRESENT.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:34 P.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 employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:50 P.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF CHRISTINE PALMER, HR MANAGER/COMMISSIONERS

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Christine Palmer, HR Manager, with last day of employment being July 4, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOHN M. ROWAN AS THE NEW DIRECTOR OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of John M. Rowan, as the new Director of Belmont County Department of Job and Family Services, effective June 21, 2013, who was to officially begin his duties on July 15, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:05 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Lori O’Grady, HR Manager, BCDJFS pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:45 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING THE CLERK TO PROCEED
TO RE-ADVERTISE FOR THE POSITION OF A DIRECTOR FOR BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to proceed to re-advertise for the position of a Director for the Belmont Co. Department of Job & Family Services.

Upon roll call the vote was as follows:

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

BREAK

RECONVENED TUESDAY, JUNE 25, 2013. ALL COMMISSIONERS PRESENT.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:10 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 employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

Note: Mr. Probst immediately joined executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:35 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:36 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:36 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of June, 2013.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK