

St. Clairsville, Ohio

June 23, 2010

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-Databased Intelligence, Inc.	dBase Upgrade-GIS Projects/General Fund	1,621.31
B-Belmont Co. Sanitary Sewer District	May Service/Dog Kennel	266.50
B-Columbia Gas Co. of Ohio	Service/Dog Kennel	70.50
C-John A. Vavra	Attorney Fees/Indigent Guardianship Fund	300.00
C-Pure Water Finance	Water/Indigent Guardianship Fund	79.95
D-Mar-Zane Inc.	Asphalt/Road and Bridges Fund	24,775.98
D-Wilson Blacktop Corp.	Asphalt/Road and Bridges Fund	348.00
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improvement Fund	764.00
G-Belmont Co. Tourism Council, Inc.	Hire new Manager for Carnes Center/Lodging Excise Tax Fund	50,000.00
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	1,767.50
S-Cardmember Service	Activity & Education Expenses/Oakview Juv. Rehab. Fund	587.87
S-Donna Cottage	Reimburse grand opening expenses/Eastern Ct. Gen. Spec. Projects Fund	42.31
S-Walmart Community/GEMB	Various food, activity & supply expenses/Oakview Juv. Rehab. Fund	339.30
W-West Payment Center	Information Charges/Law Library Fund	505.68

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 23, 2010 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$17,778.54; \$5,375.61; 1,688.92; \$2,625.47
A-GENERAL/AUDITOR	\$4,531.84
A-GENERAL/JUVENILE COURT	\$972.96
A-GENERAL/SHERIFF	\$7,551.48
A-GENERAL/911	\$4,036.10
E-911	\$636.23
H-Job & Family, Public Assistance	\$24,996.87; \$149.74; \$1,092.93; \$247.71
H-Job & Family, WIA	\$87,518.24; \$42,658.20; \$4,548.00; \$5,084.02
K-Engineer's MVGT	\$21,298.05; \$901.72
M-Juvenile Ct.-Placement II	\$240.75
M-Juvenile Ct.-Title IV-E Reimb.	\$2,321.65
N-Eastern Division Court New Construction	\$4,761.24
P-Oakview Admin.Bldg.	\$660.82
P-Sanitary Sewer District	\$2,999.82; \$9,763.04; \$407.70; \$4,229.14; \$11,509.95
S-District Detention Home	\$1,776.64
S-Eastern Ct. General Special Projects	\$1,695.06
S-Job & Family, Children Services	\$8,604.08
S-Juvenile Ct.-Computer Fund	\$59.00
S-Juvenile Ct.-Gen. Special Projects	\$238.38
S-Northern Div. Ct. Computer Fund	\$3,759.79
S-Northern Ct. Gen. Special Projects	\$119.99
S-Oakview Juvenile Residential Center	\$5,092.46
S-Sheriff Commissary	\$2,696.48
S-Sheriff CCW	\$3,055.61
S-Western Div. Court Computer Fund	\$722.50
T-Sanitary Sewer District	\$162.10

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

Motion made by Mr. Coffland seconded by Mr. Probst to approve the following transfer within General Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000 Budget Stab (8 months of T1 costs)	E-0054-A006-F03.000 EMA Utilities	\$4,200.00

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

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

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

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P19.012 Equipment	E-3702-P005-P034.074 Trans Out	\$ 3,000.00
SSD#2	SSD#2	
E-3705-P053-P15.000 OE Oper	E-3705-P053-P02.010 Supplies	\$ 1,000.00
E-3705-P053-P15.000 OE Oper	E-3705-P053-P12.000 Travel & Exp.	\$ 50.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE PORT AUTHORITY FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the Port Authority Fund.

FROM	TO	AMOUNT
E-9799-S012-S09.004 Equipment	E-9799-S012-S03.012 Equipment	\$ 1,210.17

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S58.000 Communications	4,398.00
E-8010-S030-S60.000 Maintenance	E-8010-S030-S58.000 Communications	225.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	1,024.30
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	3,976.12
E-8010-S030-S66.003 PERS	E-8010-S030-S55.010 Supplies	6,681.88
E-8010-S030-S53.000 Medical	E-8010-S030-S58.000 Communications	1,080.26
E-8010-S030-S53.000 Medical	E-8010-S030-S57.000 Travel	148.90
E-8010-S030-S53.000 Medical	E-8010-S030-S56.000 Motor Vehicle	174.02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

E-0051-A001-A28.000 Other Expenses	\$82,500
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(Monies from Park Health Bid Bond)

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE H005 WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

	WORKFORCE DEVELOPMENT FUND
E-2600-H005-H03.000 (Adult)	12,569.00
E-2600-H005-H04.000 (Disl. Worker)	5,316.00
E-2600-H005-H05.000 (Admn.)	<u>9,328.00</u>
TOTAL	27,213.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

E-1810-L001-L05.011 Contract Services	\$ 174.11
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE M60 CARE AND CUSTODY FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

Fund	Title	Amount
CARE AND CUSTODY		
E-0400-M060-M60.002	Salaries Restitution	\$ 4,409.28
E-0400-M060-M71.002	Salaries Substance Abuse	9,735.00
E-0400-M060-M25.002	Salaries C-CAP	<u>13,191.05</u>
TOTAL		\$ 27,335.33

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE NEFFS SANITARY SEWER PROJECT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date June 23, 2010.

<u>NEFFS SANITARY SEWER PROJECT FUND</u>		
E-9027-N027-N01.055	Contract Services	\$ 150,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BEL-HARRISON JUVENILE DISTRICT DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

E-0910-S033-S33.002	Salaries	33,700.00
E-0910-S033-S44.003	OPERS/STRS	4,720.00
E-0910-S033-S50.005	Medicare	500.00
E-0910-S033-S47.006	Hospitalization	<u>3,395.66</u>
TOTAL		42,315.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S068 COMMUNITY MR/DD RESIDENTIAL SERVICES**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

S068 COMMUNITY MR/DD RESIDENTIAL SERVICES		
E-2412-S068-S04.011	CONTRACT SERVICES	\$ 52,035.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

FUND	AMOUNT
E-1582-S085-S08.000	
Computer Expenses	999.00
E-1589-S096-S12.000	
Other Expenses	4,912.00
E-0400-M072-M04.000	
Drug Court Expenses	425.00
E-0400-M062-M02.000	
Other Expenses	1,525.00
E-0400-M075-M01.000	
Other Expenses	7,594.64
E-044-M055-M15.000	
C-CAP Other Expenses	59.23

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

BELMONT CO. COMMISSIONERS CDBG FUND		
E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$ 27,731.50
Draw No. 410 – Grant #B-C-07-007-2 and Draw No. 411 – Grant #B-C-09-007-2		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$ 72,578.00

Draw No. 412 – Grant #B-C-09-007-1 and Grant #B-C-09-007-2

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date June 23, 2010.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 58,681.58

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR’S OFFICE**

VICTIM-WITNESS ASSISTANCE PROGRAM FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 23, 2010.

E-1511-W080-P01.002 Salaries 2,000.00

E-1511-W080-P07.006 Hospitalization 500.00

E-1511-W080-P05.003 PERS 450.00

E-1511-W080-P08.005 Medicare 50.00

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 23, 2010, 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 GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

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

BCDJFS – Linda Kinter, Kathryn Johnson, Pat Kittle, Erin Greenwood & Kathy Probst to travel to Minneapolis, MN on July 27-30, 2010 to attend Big Ten Snap Education Conference.

Lori O’Grady to travel to Columbus, OH, on July 16, 2010, to attend a seminar. Total expenses for all the above: \$4,437.56

ENGINEER – Engineer Fred Bennett and Deputy Engineer, Michael Wahl to travel to Columbus, OH, on August 11-12, 2010, to attend the County Engineers Association of Ohio 2010 Annual Ohio Bridge Conference & Trade Show. Estimated expenses: \$275.00 each

JUVENILE COURT – Barb Ryncarz, Chief Deputy Clerk, to travel to Columbus, OH, on June 24, 2010, to attend a clerks meeting. A county vehicle will be used.

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 Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.

FEMA-Hazard Mitigation Neffs Fund - \$ 58,681.58 paid into R-9712-T070-T01.501 on June 16, 2010. Draw No. 13

GENERAL FUND - \$ 82,500.00 representing monies received from the bid bond on the sale of Park Health Center.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE CLERK TO ESTABLISH THE DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING ON THE BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2011

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2011 pursuant to O.R.C. 5705.28.

NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 14th day of July, 2010 at 1:00 o'clock P.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2011.

Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

Jayne Long /s/
Jayne Long, Clerk
Belmont County Board of Commissioners

ADVERTISE TIMES LEADER, JUNE 28, 2010 (ONE MONDAY)

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF</u>	[Belmont Co. Commissioners
<u>TOLLGATE SUBDIVISION</u>	[Courthouse
<u>UNION TOWNSHIP SEC 26, T-8, R-5</u>	[St. Clairsville, Ohio 43950
	[Date June 23, 2010

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of TollGate Subdivision, Union Township Sec. 26, T8, R5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Suz Pubal, F.O., Union Township Trustees, PO Box 1, 101 Memory Lane, Morristown, OH 43759

You are hereby notified that the 7th day of July 2010, at 11:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

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

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

IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/CITY OF MARTINS FERRY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the City of Martins Ferry's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$54,390.31, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

Washington Street (Zane Highway to Grant)-Paving project

The estimated cost will be \$ 55,680.00 of which \$54,390.31 is from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING FILING OF FY 2010 CDBG FORMULA ALLOCATION PROGRAM APPLICATION

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

RESOLUTION AUTHORIZING THE FILING OF THE FY 2010 CDBG FORMULA ALLOCATION PROGRAM APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT – OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR APPROVAL.

Upon roll call the vote was as follows:

Commissioner Favede	Yes
Commissioner Coffland	Yes
Commissioner Probst	Absent

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FOR DDP AND ASSOCIATES ARCHITECTS/PLANNERS/ NEW EASTERN DIVISION COURT BUILDING PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of the Invoice for DDP and Associates, Architects/Planners, for project management service for the period of May 12, 2010 through June 21, 2010 for the new Eastern Division Court Building project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A RENEWAL
OF THE AGREEMENT WITH TALX CORPORATION
ON BEHALF OF BCDJFS FOR THE EMPLOYMENT
VERIFICATION SERVICE PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the agreement with TALX Corporation, on behalf of Belmont County Department of Job & Family Services in the maximum amount of \$17,069, effective July 1, 2010 through June 30, 2011 for the Employment Verification Service Program; TALX provides access to employment and wage information for BCDJFS clients as needed.

Note: Cost of service is \$3.40 per transaction and based on prior year usage, this contract will be approximately \$5,600.00

**PARTICIPATION AGREEMENT REGARDING THE
EMPLOYMENT VERIFICATION SERVICES PROGRAM
OF THE**

COUNTY COMMISSIONERS ASSOCIATION SERVICE CORPORATION

This Participation Agreement regarding the employment verification services to be performed by TALX Corporation is entered into for usage of the program as of July 1, 2010 through June 30, 2011, by and between the County Commissioners Association of Ohio Service Corporation ("CCAOSC"), an Ohio for profit corporation and the {Please enter your agency name} BELMONT COUNTY DJFS, Ohio, an entity under the auspices of the political subdivision of the State of Ohio ("Participant") and the Ohio CSEA Directors' Association ("OCDA" or "Manager").

RECITALS

WHEREAS, CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio (CCAO) and which choose to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services;

WHEREAS, CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors' Association ("OCDA") in relation to the administration of employment verification services;

WHEREAS, in May of 2009, the OCDA was advised by ODJFS that TALX would not be considered a sole source vendor by ODJFS for the provision of certain employment and income verification services previously supplied to local county agencies;

WHEREAS, in response to such information a Request for Proposals ("RFP") was developed and issued in June of 2009 that solicited bids for "Employment Verification Services". Notice of the RFP was forwarded to 38 different companies identified by ODJFS as possible providers of this service, was advertised in the Columbus Dispatch for 2 successive weeks and was posted on the OCDA website;

WHEREAS, one proposal was timely received from TALX and it was determined that a contract be properly be entered into with that entity;

WHEREAS, ORC Section 9.48(B) is the enabling statute that permits a political subdivision to participate in a joint purchasing program operated by a state association of political subdivisions in which the purchasing political subdivision is eligible for membership;

WHEREAS, ORC Section 9.48 (C) exempts certain purchases by political subdivision from competitive bidding through participation in an association program described in ORC Section 9.48(B);

WHEREAS, on June 26, 2009, the Universal Membership Agreement was executed by representatives of TALX and on July 29, 2009 by representative of CCAOSC and OCDA; and

WHEREAS, CCAOSC and the Participant(s) agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is needed to provide employment verification services at a statewide price.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the CCAOSC, the Participant(s) and the Manager agree as follows:

SECTION 1. DEFINITIONS

Agreement - this Participation Agreement as the same may be amended, modified or supplemented in accordance with Section 3 hereof.

Manager - the OCDA which will be doing all of the administrative activities and Programs Administrative Expenses associated with the Universal Membership Agreement.

Participant - an Ohio county which is a member of the CCAO as well as its boards, agencies, districts or other instrumentalities that are taking part in the Program. The Participants for this Agreement may be the County Job & Family Services Agency, the County Child Support Enforcement Agency or the Children's Services Agency which is taking part in the Program. If another agency is providing services through contract with the local family services agency that requires usage of employment verification services, that agency may be a participant if it is requested by the county family services agency contracting with the non family services agency for the services. A Participant must be: i) a member of OCDA either through a full membership for a county family services agency which includes the child support enforcement agency; or ii) an associate membership for a family services agency which does not include a child support enforcement agency.

Program - the use of the Universal Membership Agreement for obtaining employment verification services.

Program Administrative Expense(s) - all reasonable administrative costs incurred by the Manager of Universal Membership Agreement. The administrative expenses will be assessed at ten (10) cents per income verification transaction. The administrative expenses will be monitored during the year and adjusted accordingly on an annual basis. Participants will be notified of any change to the Program Administrative Expense for any subsequent contracts for employment verification services by March 15, 2011 and on successive years for any subsequent contract period.

Program Term - the period commencing July 1, 2010 and ending on June 30, 2011.

Universal Membership Agreement - that certain contract effective July 1, 2009 between TALX Corporation and CCAOSC for employment verification services in which the OCDA will be providing administrative support. The Universal Membership Agreement is attached hereto and incorporated herein by referenced as Exhibit A. This Universal Membership Agreement is valid through June 30, 2011. Any subsequent contracts will go through a competitive procurement process.

SECTION 2. RESPONSIBILITIES OF THE PARTIES REGARDING THE UNIVERSAL MEMBERSHIP AGREEMENT

A. Participant(s)

1. Participant agrees to be bound by the terms and conditions of the Universal Membership Agreement including the amended Schedule A to that agreement.

2. Participant may, from time to time be requested by CCAOSC, to monitor its employment verification service usage by confirming usage against the estimate provided to CCAOSC.

3. Pursuant to the Universal Membership Agreement, Schedule A, Participant agrees to pay a unit rate of three dollars (\$3.00) per transaction for income verifications while a SSN search is free of charge. In addition, Participant agrees to pay a Program Administrative Expense of ten cents (10¢) for each income verification it obtains.

4. Participant agrees to make payments to the OCDA for any invoice received within thirty (30) days from receipt, as described in the Universal Membership Agreement, Schedule A.

5. Participant agrees to notify the OCDA no later than March 31, 2011 if it determines that it: i) does not want to utilize the Universal Membership Agreement in future contract periods; ii) does not want to maintain its membership in the OCDA in 2011 or iv) expects that its employment verification service usage will decrease by 10% or more for future usage. Any notices provided pursuant to this paragraph shall also be utilized in the competitive procurement process.

6. If Participant has not been able to complete the signature process for the Participation Agreement by June 25, 2011; Participant agrees to notify OCDA by that date of its intention to utilize the employment verification services program and its expected completion date for obtaining required signatures on the Participation Agreement. If an executed participation agreement has not been received at the OCDA office nor notice been provided of the Participant's intention to utilize the services by June 25, 2011, OCDA will notify TALX to inactivate users associated with the Participant until notice is received.

7. Participant agrees to maintain the list of users with access to TALX. Any deletions should be provided within one week of intention to delete the user.

B. County Commissioners Association of Ohio Service Corporation

1. CCAOSC agrees to be bound by the terms and conditions of the Universal Membership Agreement, including Schedule A.
2. CCAOSC agrees to immediately notify Participant if TALX Corporation proposes any modification, amendment or change to the Universal Membership Agreement or Schedule A.
3. CCAOSC agrees to immediately notify Participant if a public records request is made relating to Participant records that are in the possession of CCAOSC.
4. CCAOSC agree to give Participant written notice no later than March 15, 2011 if it determines that it will not enter into an agreement either TALX Corporation for services for periods after June 30, 2011.
5. CCAOSC will immediately notify Participant if either TALX or CCAOSC exercise its right to terminate the Universal Membership Agreement under Section 8 of such agreement.
6. CCAOSC will form a small county user group developed to do ongoing monitoring of the services provided under the Universal Membership Agreement by TALX Corporation and the administrative services provided by OCDA. The results of the county user group shall be reported to the Participant no less frequently than semi-annually.
7. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

C. Ohio CSEA Directors' Association

1. OCDA agrees to be bound by the terms and conditions of the Universal Membership Agreement, including amended Schedule A.
2. If Participant has given the OCDA the proper notice, required in Section 2(A)(5) of its desire to no longer utilize the Universal Membership Agreement after 6/30/10 and Participant did not do so, CCAOSC will not require a Participant to make any payment for any services from 7/1/2010 forward.
3. OCDA will issue billing invoices within ten (10) days of receipt of the invoice from TALX. The invoices will be individualized to each County agency utilizing the service.
4. Once Participant makes payment to OCDA for any charges attributable to services it has acquired under the Universal Service Agreement, neither OCDA nor CCAOSC will seek any additional payments, compensation or remuneration for such services from Participant. In this same regard CCAOSC and OCDA agrees to hold Participant harmless for any requests from TALX for payments made by Participant to OCDA and not forwarded to TALX.

SECTION 3. AMENDMENTS

This Agreement not may be modified, amended or supplemented, in any respect unless agreed to, in writing, by more than two-thirds (2/3rds) of the Participants.

SECTION 4. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio.

If the date on which any action or payment required to be taken or made under the Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned representatives of CCAOSC, Participant, and OCDA pursuant to the duly adopted authorizing resolutions of their governing boards have signed this Agreement.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
SERVICE CORPORATION**

By: Thomas D. Strup /s/
Thomas D. Strup

209 East State Street
Columbus, OH 43215

**COUNTY OF BELMONT
Board of Commissioners**

By: Charles R. Probst, Jr. /s/
Ginny Favede /s/
Matt Coffland /s/

Date of Adoption of Approving Board Resolution June 23, 2010

Address:
101 West Main Street
St. Clairsville, OH 43950

PARTICIPANT

AGENCY: Belmont County DJFS

By: Dwayne D. Pielech /s/

Address:
310 Fox-Shannon Place
St. Clairsville, OH 43950

Family Services Programs included in this agreement

TANF & other Benefit Programs **Children's Services**

Child Support **WIA** **Other (Please Identify)**

OHIO CSEA DIRECTORS ASSOCIATION

By: Kimberly C. Newsom Bridges /s/
Kimberly C. Newsom Bridges

37 W. Broad Street, Suite 840
Columbus, Ohio 43215

If necessary, Approved as to form:

David K. Liberati /s/

County (Assistant) Prosecutor

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the grant agreement with Tri-County Help Center, on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$17,069.00, effective July 1, 2010 through June 30, 2011, to provide administrative services for the Ohio Family and Children First Council of Belmont County

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

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 23rd day of June, 2010, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Tri-County Help Center, hereinafter referred to as "**Provider**".

ARTICLE I: EFFECTIVE DATES

This contract shall extend from July 1, 2010 through June 30, 2011, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond this time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$17,069.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department in order to draw funds down and receive payment for services rendered. The invoice cannot exceed the amount of this contract, and must be received by the Department during the contract period.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE III: GENERAL REGULATIONS

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

ARTICLE IV: TERMINATION AND AMENDMENT

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

ARTICLE V: LIMITATION OF LIABILITY

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

ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement.

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

ARTICLE VII: CONSTRUCTION

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

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

<u>Dwayne Pielech /s/</u>	6-23-10
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
<u>Cathy J. Campbell /s/</u>	6/16/10
Cathy Campbell, Director Tri-County Help Center	Date
<u>Matt Coffland /s/</u>	6/23/10
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	6/23/10
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	6/23/10
Belmont County Commissioner	Date

Approved as to form:

David K. Liberati /s/ (Assistant)
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

NOTE: COMMISSIONER PROBST ARRIVED AT 10:09 A.M.

**IN THE MATTER OF ENTERING RENEWAL AGREEMENT WITH COMMUNITY ACTION COMMISSION (CAC)
ON BEHALF OF BCDJFS FOR THE OHIO FAMILY & CHILDREN FIRST COUNCIL'S HELP ME
GROW PROGRAM-EARLY INTERVENTION COMPONENT, PART C**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into renewal agreement with Community Action Commission on behalf of the Belmont County Department of Job and Family Services for the Ohio Family & Children First Council's Help Me Grow Program-Early Intervention Component, Part C, effective July 1, 2010 through June 30, 2011 in the maximum amount of \$ 109,321.00.

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 23rd day of June, 2010, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

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

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2010 through June 30, 2011, 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 \$109,321.00 (\$61,009.00 Part C and \$48,312.00 Stimulus Part C) unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

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

ARTICLE V: TERMINATION AND AMENDMENT

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

ARTICLE VI: LIMITATION OF LIABILITY

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

ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

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

ARTICLE VIII: CONSTRUCTION

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

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

<i>Dwayne Pielech /s/</i>	6-23-10
_____ Dwayne Pielech, Director Belmont County Department of Job and Family Services	_____ Date
<i>Gary Obloy /s/</i>	6/23/10
_____ Gary Obloy, Executive Director CAC of Belmont County	_____ Date
<i>Matt Coffland /s/</i>	6/23/10
_____ Belmont County Commissioner	_____ Date
<i>Charles R. Probst, Jr. /s/</i>	6/23/10
_____ Belmont County Commissioner	_____ Date
<i>Ginny Favede /s/</i>	6/23/10
_____ Belmont County Commissioner	_____ Date

Approved as to form:

David K. Liberati /s/ (Assistant)

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING RENEWAL OF CONTRACT WITH
COMMUNITY ACTION COMMISSION (CAC) ON BEHALF OF BCDJFS
FOR THE HELP ME GROW PROGRAM (EARLY START COMPONENT)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the contract with the Community Action Commission of Belmont County, on behalf of the Belmont County Department of Job and Family Services, for the **Help Me Grow Program (Early Start Component)**, effective July 1, 2010 through June 30, 2011, in the maximum amount of \$207,755.00.

Note: This program targets, infants and toddlers, birth through two years of age.

HELP ME GROW PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 23rd day of June, 2010, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

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

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2010 through June 30, 2011, 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 \$207,755.00 (GRF), unless both **Provider** and **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

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

ARTICLE V: TERMINATION AND AMENDMENT

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

ARTICLE VI: LIMITATION OF LIABILITY

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

ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

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

ARTICLE VIII: CONSTRUCTION

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

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

<u>Dwayne Pielech /s/</u>	6-23-10
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
<u>Gary Obloy /s/</u>	6/23/10
Gary Obloy, Executive Director CAC of Belmont County	Date
<u>Matt Coffland /s/</u>	6/23/10
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	6/23/10
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	6/23/10
Belmont County Commissioner	Date

Approved as to form:

David K. Liberati /s/ (Assistant)
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING AGREEMENT
TO EXTEND THE 2008-2009 AND 2009-2010 HELP ME GROW EARLY
INTERVENTION COMPONENT (PART C) ON BEHALF OF BCDJFS**

Motion to approve and sign the agreement to extend the 2008-2009 and 2009-2010 **Help Me Grow Early Intervention Component (Part C)** contracts through June 30, 2011, on behalf of Belmont County Department of Job & Family Services.

Note: This extension will allow for the expenditure of \$191,938.00 in Part C funding through June 30, 2011.

**AGREEMENT TO EXTEND 2008-2009 AND
2009-2010 HELP ME GROW EARLY INTERVENTION COMPONENT (PART C)
CONTRACT**

The parties agree to extend the 2008—09 AND 2009-2010 agreements through June 30, 2011 in accordance with Article II of said agreements and with the concurrence of the State. Said extension will allow for the expenditure of \$191,938 in Part C funding through June 30, 2011. (SFY 2010 award of \$130,929 and \$61,009 for the next twelve month period). All other terms of the 2008-09 and 2009-2010 agreements remain unchanged.

<u>Dwayne Pielech /s/</u>	<u>6-23-10</u>
<u>Dwayne Pielech, Director</u>	Date
Belmont County Department of Job and Family Services	
<u>Gary Obloy /s/</u>	<u>6/23/10</u>
<u>Gary Obloy, Executive Director</u>	Date
CAC of Belmont County	
<u>Matt Coffland /s/</u>	<u>6/23/10</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/23/10</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>6/23/10</u>
Belmont County Commissioner	Date
Approved as to form:	
<u>David K. Liberati /s/ (Assistant)</u>	<u>6-16-10</u>
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 ENTERING RENEWAL OF THE
VEHICLE MAINTENANCE AGREEMENT WITH BELMONT
COUNTY BOARD OF DEVELOPMENTAL DISABILITIES ON
BEHALF OF BELMONT COUNTY EMA**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the Vehicle Maintenance Agreement with Belmont County Board of Developmental Disabilities, on behalf of Belmont County Emergency Management Agency, effective June 1, 2010 through May 31, 2011, based upon the recommendation of Dave Ivan, EMA Director

**VEHICLE MAINTENANCE AGREEMENT
BETWEEN
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY**

I. PURPOSE

This Agreement is made this 23rd day of June, 2010 by and between the Belmont County Board of Developmental Disabilities (hereinafter County Board) and **BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY** (hereinafter **EMA**) for the purpose of the County Board providing vehicle maintenance for vehicles owned by **EMA**.

II. TERM

This agreement shall be in effect from June 1, 2010 through May 31, 2011.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on **EMA** vehicles (based on a schedule developed by **EMA** Director and County Board Mechanic Supervisor) at the rate of \$25.50 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on **EMA** vehicles (based on **EMA** need) at the rate of \$49.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. EMA RESPONSIBILITIES

- A. **EMA** shall adhere to the routine maintenance schedule developed by the Parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. **EMA** may schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill **EMA** for vehicle maintenance services at the end of the month if services have been provided during that month.
- B. **EMA** shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic Supervisor and **EMA** Director shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.
 - B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
 - C. Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.
- Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the **EMA** Director.

VIII. NONDISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Monty L. Kerr, Superintendent /s/

Monty L. Kerr, Superintendent
Belmont County Board of DD
6-3-10

Belmont County Board of Commissioners

Matt Coffland /s/ Date 6/23/2010

Charles R. Probst /s/ Date 6/23/2010

Ginny Favede /s/ Date 6/23/2010

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION #7
FOR NEW BELMONT COUNTY EASTERN DIVISION COURT
BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following Pay Application for the new Belmont County Eastern Division Court Building project, based upon the recommendation of M&G Architects & Engineers, project architect, and Danny Popp, Project Manager as follows:

<u>CONTRACTOR</u>	<u>APPLICATION NO.</u>	<u>AMOUNT</u>
Colaiani Construction, Inc. (General Trades)	#7	\$78,093.70

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 Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 27, 2010.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 2, 2010 (Ginny abstained from June 2, 2010 due to being absent from that meeting.)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
GINNY FAVEDE TO SIGN AS THE CERTIFYING OFFICER FOR THE
RELEASE OF FUNDS AND CERTIFICATION FOR THE BELMONT
METROPOLITAN HOUSING AUTHORITY**

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize Commission President Ginny Favede to sign as the Certifying Officer for the Release of Funds and Certification, Form HUD-7015.15, for the Belmont Metropolitan Housing Authority.

Note: Belmont County contracts with Belmont Metropolitan Housing Authority to complete the HUD required environmental review on any work items included with their stimulus capital funds before work can be initiated.

Upon roll call the vote was as follows:

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

DISCUSSION HELD: STATE REPRESENTATIVE JOSHUA O'FARRELL (D) – Commissioner Ginny Favede introduced State Rep. Joshua O'Farrell from the 96th District, New Philadelphia. He replaces Allan Sayre. He noted this was his 5th or 6th time in Belmont County and he was happy to be here to meet and get to know the people of the county. He is honored to have been given this opportunity and proud to represent the area from which he is from.

BREAK

**IN THE MATTER OF BID OPENING FOR THE SARGUS
JUVENILE CENTER SHOWER/PLUMBING RENOVATIONS PROJECT**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Sargus Juvenile Center Shower/Plumbing Renovations Project, they proceeded to open the following bids:

<u>NAME</u>	<u>BID BOND</u>	<u>BID AMOUNT</u>
H. E. NEUMANN COMPANY	X	\$ 69,220.00

PO Box 6208
Wheeling, WV 26003

Project Manager Estimate: \$50,000.00

Present for the bid opening were Marshall Piccin, Project Engineer and Corey Shrieve, Executive Director, BHJD/Sargus Center.

Motion made by Mr. Coffland, seconded by Mr. Probst to turn over all bids received for the Sargus Juvenile Center Shower/Plumbing Renovations Project to Marshall J. Piccin, Project Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

June 23, 2010

OPEN PUBLIC FORUM – The Board was asked if there are any plans to renovate the former Courthouse Annex Building near the 911 Center. Commissioner Probst said the building is condemned and would be cost prohibitive to renovate. He said the Board is weighing its options.

RECONVENED THURSDAY, JUNE 24, 2010, AT 2:54 P.M.
PRESENT: COMMISSIONERS GINNY FAVEDE AND MATT COFFLAND
ABSENT: COMMISSIONER CHARLES R. PROBST, JR.

No further business.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:55 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 2:55 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of June, 2010.

_____ 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