

St. Clairsville, Ohio

June 25, 2014

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-BP	Gasoline-Coroner/General Fund	313.99
A-Draft-Co., Inc.	Plotter paper-GIS Projects/General Fund	437.24
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	711.07
A-G.F.O.A	CAFR Review Fees/General Fund	505.00
A-GIS Services	Renewal support-GIS Projects/General Fund	726.75
A-Staples	Supplies-Public Defender/General Fund	181.67
D-Lindsay Concrete Prod.	Box culvert/Road and Bridges Fund	15,417.00
E-Able Zebra Communications	911 headset/911 Fund	281.85
J-Belmont SWCD	Contact services-CAUV May/Real Estate Assessment	1,503.33
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	691.93
K-Transystems Corp.	Stone Arch Bridges/Engineer MVGT Fund	520.45
N-Vaughn, Coast & Vaughn, Inc.	Projects/Ohio Valley Mall Lift Station Upgrade Fund	3,450.00
P-MOS	Equipment/BCSSD Funds	162.75
P-Postmaster	Services/BCSSD Funds	15,000.00
P-Rebecca Horne	Employee reimbursement/Special Emergency Planning/EMA Fund	80.00
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	128.25
P-ZEP Manufacturing Co.	Supplies/BCSSD Funds	885.68
S-Brandi Patt	New website design/District Detention Home Fund	600.00
S-Gall's	Handcuffs and case/Eastern Ct. General Special Projects Fund	68.93
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Cardmember Service	Youth activity & communications/Oakview Juvenile Residential Ctr. Funds	241.27
S-Richardson Copy Concepts	Copier bill/District Detention Home Fund	295.00
S-Thomson Reuters-West	Handbook/Eastern Ct. General Special Projects Fund	264.00
S-Walmart Community/GECREB	Supplies & food/Oakview Juvenile Residential Center Funds	314.59
S-Whiteside Chevrolet, Inc.	2013 Chevy Impala/District Detention Home Fund	13,963.50
W-Pamela S. Bowman	Reimburse supplies/Prosecutor's Victim Assistance Fund	141.33
Y-Health Plan PPO	May COBRA/Employer's Share Holding Account	460.21

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 25, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$13,000.00; \$6,344.16; \$10,710.35
A-GENERAL/AUDITOR	\$41,225.63
A-GENERAL/COMMON PLEAS COURT	\$2,643.97; \$250.62
A-GENERAL/EMA	\$1,286.69
A-GENERAL/JUVENILE COURT	\$420.05
A-GENERAL/SHERIFF	\$4,762.32
A-GENERAL/911	\$7,606.77
B-Dog Kennel	\$557.00
H-Job & Family, CSEA	\$56,490.65
H-Job & Family, Public Assistance	\$28,820.27
H-Job & Family, WIA	\$400,855.54; \$33,021.91; \$20,849.99; \$30,333.19
J-Real Estate Assessment	\$1,970.55
K-Engineer MVGT	\$9,029.51; \$1,083.31
M-Juvenile Ct. – Intake Coordinator	\$179.82
M-Juvenile Ct. – Placement II	\$500.00
M-Juvenile Ct. Title IV-E Reimb.	\$105.00
N-Capital Projects-Facilities	\$7,400.00; \$9,590.00
P-Oakview Admn Bldg.	\$433.17
P-Sanitary Sewer District	\$71,673.66; \$15,624.02; \$11,311.51; \$10,321.29
S-Common Pleas Ct. General Special Projects	\$5,000.00
S-District Detention Home	\$803.96
S-Job & Family, CSEA	\$3,649.52; \$170,574.21
S-Oakview Juvenile Residential Center	\$2,546.03
S-Senior Services	\$31,714.05
S-Sheriff Commissary	\$291.52
S-Western Division Ct. Computer Fund	\$1,553.45; \$561.88; \$4,337.68

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0048-A002-K02.010 Supplies	\$ 2,500.00
E-0051-A001-A50.000 Budget Stabilization	E-0048-A002-K04.000 Destruction Costs	\$ 1,500.00

**P03 WWS #2 RESERVE FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P17.002 Salaries	E-3701-P003-P23.011 Contract Services	\$600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers between funds:

**GENERAL FUND TO S54 COMMON PLEAS/**

**GENERAL SPECIAL/MEDIATION SERVICES FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0063-A002-B25.002 Salaries	R-1544-S054-S05.574 Transfers In	\$10,000.00

**H05 WORKFORCE DEVELOPMENT FUND TO**

**Y89 WORKERS COMP HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H12.000 Windstorm NEG OH-26	R-9899-Y089-Y04.574 Holding Account	\$1,131.05

**H05 WORKFORCE DEVELOPMENT FUND TO**

**Y95 EMPLOYERS SHARE PERS/HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H12.000 Windstorm NEG OH-26	R-9895-Y095-Y01.500 Holding Fund	\$775.81

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\* APRIL 23, 2014 \*\***

**L01 SOIL CONSERVATION FUND**

E-1810-L001-L05.011	Contract Services	\$ 753.33
E-1810-L001-L08.000	Education	\$750.00

**\*\*JUNE 25, 2014\*\***

**GENERAL FUND**

E-0051-A001-A13.000	Postage	\$417.04
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*Appropriation of refund checks from USPS for spoiled postage.*

E-0055-A004-B01.002	M&G/Salaries-Emp	\$432.00
E-0121-A006-B02.002	Recorder/Salaries-Emp	\$11,700.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$840.00
E-0131-A006-A04.002	Salaries-Road	\$958.52

***“Operation Shield” through Ohio HIDTA Grant Funding***

E-0131-A006-A04.002	Salaries-Road	\$458.10
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***Grant #HVEO-2014-7-00-00-00326 Overtime***

E-0131-A006-A04.002	Salaries-Road	\$809.68
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***Grant #HVEO-2014-7-00-00-00326-00 Overtime***

**E10 9-1-1 FUND**

E-2200-E010-E07.000	Other Expenses	\$1,452.00
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**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011	Contract Services	\$32,406.67
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**L01 SOIL CONSERVATION FUND**

E-1810-L001-L01.002	Salaries	\$35,200.00
E-1810-L001-L03.012	Equipment	\$21,168.00
E-1810-L001-L05.011	Contract Services	\$1,500.00
E-1810-L001-L08.000	Education	\$ 500.00
E-1810-L001-L09.000	Travel & Expenses	\$1,000.00
E-1810-L001-L11.003	PERS	\$15,000.00
E-1810-L001-L13.005	Medicare	\$5,000.00

**S12 BELMONT COUNTY PORT AUTHORITY FUND**

E-9799-S012-S04.010	Supplies	\$42.00
E-9799-S012-S07.000	Expenses Prof. Services/Research	\$50,000.00

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

E-8010-S030-S67.004	Workers Comp	\$14,054.16
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**S31 N.S.L.A. OAKVIEW JUVENILE FUND**

E-8011-S031-S02.000	Food (Meal Tickets/US Food Per Inc)	\$60.00
E-8011-S031-S02.000	Food (NSLA)	\$1,662.81

**S70 BELMONT CO. SENIOR PROGRAMS IN-HOME CARE LEVY FUND**

E-5005-S070-S08.000	Travel	\$3,006.73
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**SHERIFF/VARIOUS**

E-0131-A006-A23.000	Background	\$412.00
E-0131-A006-A24.000	E-SORN	\$175.00
E-0131-A006-A32.000	Warrant Fees	\$200.00
E-0131-A006-A30.000	Project Lifesaver	\$60.00
E-1652-B016-B01.505	DUI	\$175.00
E-5100-S000-S01.010	Supplies	\$10,560.35

E-5101-S001-S07.012	CCW Equipment	\$1,623.00
E-5101-S001-S06.000	CCW License Equipment	\$2,027.00
E-9710-U010-U06.000	Other Expense	\$4,412.59
<b><u>W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM</u></b>		
E-1511-W080-P01.002	Salary	\$2,880.00
E-1511-W080-P08.005	Medicare	\$50.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE M60/CARE & CUSTODY/JUVENILE COURT FUND**

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 25, 2014:

E-0400-M060-M25.002	Salaries C-CAP	\$12,370.86
E-0400-M060-M26.003	PERS C-CAP	\$ 2,000.00
E-0400-M060-M27.005	Medicare C-CAP	\$ 200.00
E-0400-M060-M29.008	Insurances C-CAP	\$ 5,000.00
E-0400-M060-M71.002	Salaries Substance Abuse	\$ 9,283.98
E-0400-M060-M72.003	PERS Substance Abuse	\$ 5,000.00
E-0400-M060-M73.005	Medicare Substance Abuse	\$ 500.00
E-0400-M060-M75.008	Insurances Substance Abuse	\$ 8,147.09

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 25, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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. **GENERAL FUND - \$417.04** paid into R-0050-A000-A45.500 Refunds & Reimbursements on 06/18/14 for reimbursement from U S. Post Office for spoiled postage.

Upon roll call the vote was as follows:

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

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

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

**ELECTION BOARD** – Deputy Director Kelly McCabe, Clerk’s Elizabeth Sleeth, Denise Robinson and Penny Frizzi and Board Member Carl Lehman to travel to Salt Fork State Park on June 24, 2014, to attend Secretary of State Jon Husted’s Summer Conference.

**SENIOR SERVICES** – Donna Steadman and seniors to travel to Moundsville, WV, on July 8, 15, 22 & 29, 2014; to Wheeling, WV, on July 23, 2014; and to Zanesville, OH, on July 28, 2014. Mike McBride and seniors to travel to Parkersburg, WV, on July 22, 2014. Valerie Forst and seniors to travel to Zanesville, OH, on July 28, 2014. Daisy Braun and seniors to travel to Zanesville, OH, on July 28, 2014. Tish Kinney and seniors to travel to Zanesville, OH, on July 28, 2014. Sue Hines and seniors to travel to Zanesville, OH, on July, 2014. All aforementioned trips are Senior Center outings and county vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of May 7, 2014.

Upon roll call the vote was as follows:

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

**Reminder-**The Belmont County Auction will be held at 9:00 a.m. Saturday, June 28, 2014, at the Perkins Swine Building on the Belmont County Fairgrounds, 45420 Roscoe Rd., St. Clairsville.

**IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH ECLIPSE RESOURCES I, LP/WHEELER WELLS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Eclipse Resources I, LP for the use of 0.15 miles of Belmont CR 114 (Fairview Road) for the purpose of ingress and egress for drilling activity at the Wheeler Wells.

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between **THE BELMONT COUNTY COMMISSIONERS**, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and **Eclipse Resources I, LP**, whose address is 2121 Old Gatesburg Road, State College, PA 16803 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site") located in Kirkwood Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.15 miles of Belmont CR 114 (Fairview Road) for the purpose of ingress to and egress from the Wheeler Wells, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Wheeler Wells (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 114, to be utilized by Operator hereunder, is that exclusive portion beginning at The West bound ramp of Interstate 70, and continuing to Guernsey CR 962 at the Belmont County Line. It is understood and agreed that the Operator shall not utilize any of the remainder of Cr (114) for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of 000 & 00/100 DOLLARS (0\$0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely

within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

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

15. This Agreement shall be in effect on June 25, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 6-25-14

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

**Operator**

By: Bruce A. King /s/

Printed name: BRUCE A. KING

Company Name: ECLIPSE RESOURCES I, LP

Title: V.P. OF OPERATIONS

Dated: 6/18/14

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 114 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 114 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 8) Per the Belmont County Engineer, a bond will not be required for this RUMA due to the small amount of the road that will be used.

Authority shall:

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH LAKE ERIE CONSTRUCTION COMPANY FOR ENGINEER'S PROJECT 14-1 BEL-VAR GUARDRAIL PHASE 3**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into contract with Lake Erie Construction Company in the amount of \$169,125.00 for the Belmont County Engineer's Project 14-1 BEL-VAR Guardrail Phase 3 based upon the recommendation of Fred Bennett, County Engineer. *Note: County Highways 5, 10 and 56.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
PROJECT 14-1 BEL VAR GUARDRAIL PHASE 3  
PID NO. 95229  
FPN E-130(545)**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS AGREEMENT made and entered into this 25th day of June, 2014 between **LAKE ERIE CONSTRUCTION COMPANY**, 25 S. Norwalk Road, P.O. Box 777, Norwalk, OH 44857 and Matt Coffland, Mark A. Thomas and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **LAKE ERIE CONSTRUCTION COMPANY** hereby agrees to furnish all service, labor, material and equipment to do all work requisite necessary to install new guardrail in accordance with the bid documents on portions of County Highway 5, 10 and 56 and other work described in accordance with Bid Document, Contract Provisions, plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE BID	TOTAL AMOUNT BID
8,137.5 FT	202	GUARDRAIL REMOVED	\$0.80	\$6,510.00
10,356.25 LIN FT	606	GUARDRAIL, TYPE 5, AS PER PLAN	\$12.00	\$124,275.00
4 EACH	606	BRIDGE TERMINAL ASSEMBLY, TYPE	\$600.00	\$2,400.00
37 EACH	606	ANCHOR ASSEMBLY, TYPE A	\$765.00	\$28,305.00



2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to provide agency with an emergency contact number.
8. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
9. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
10. Contractor shall meet all service requirements of this contract.
11. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
12. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide the room and supplies necessary for the Family Team Meetings to occur.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**D. Performance Standards**

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

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

**E. Performance Reporting**

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
2. Agency agrees to compensate contractor (\$32) thirty-two dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 56¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$32	Total

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

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

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

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

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

The following cost schedule is based upon performing the services herein described.

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

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

Audits may be 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.

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

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

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

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

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

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

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

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

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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XXV WAIVER**

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

**XXVI INDEMNIFICATION**

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

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

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

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

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

**XXXIV DAVIS-BACON ACT**

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

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

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

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

**XL PATENT RIGHTS**

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

**XLI PROCUREMENT**

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

**SIGNATURES**

<u>Vince Gianangeli /s/</u>	<u>6-23-14</u>
Vince Gianangeli, Director & CFO Belmont County Department of Job and Family Services	Date
<u>Matt Coffland /s/</u>	<u>6-25-14</u>
Matt Coffland, Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>6-25-14</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-25-14</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Cindy Bacon /s/</u>	<u>6/18/14</u>
Cindy Bacon	Date
<u>David K. Liberati /s/ Assistant</u>	<u>6-23-14</u>
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON TO PROVIDE KINSHIP SUPPORT SERVICES FOR BELMONT CO. CHILDREN SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of \$18,000.00, effective July 1, 2014 through June 30, 2015 to provide Kinship Support Services (homestudies) for Belmont County Children Services Department.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Purchase of the Performance of Services Contract**

**Kinship Support Services**

**Whereas**, this contract, entered into on this 1st day of July, 2014 by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and Cindy Bacon (hereinafter “Contractor”), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

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

**II PARTIES**

The parties to this agreement are as follows:

<b>Purchaser:</b>	The Belmont County Department of Job and Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
<b>Contractor:</b>	Cindy Bacon 106 Norris Street St. Clairsville, OH 43950 740-298-1898

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2014. 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, 2015.

**IV DEFINITIONS**

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

Allowable Costs

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

Participants

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

Performance

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

Proportional payment

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

Services

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

**V SCOPE OF WORK**

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

**A. Contractor Responsibilities**

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

**B. Purchaser Responsibilities**

1. Purchaser will refer eligible families to the contractor.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**D. Performance Standards**

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

Contractor will schedule and complete homestudies within 30 days. Contractor will meet with the Kinship Caregivers at least once a month.

**E. Performance Reporting**

6. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.
  7. Agency agrees to compensate contractor (\$32) thirty-two dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
  8. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
  9. Agency agrees to reimburse Contractor at a rate of 56¢ per mile for travel for homevisits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
  10. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$32	Total

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

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

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

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

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

The following cost schedule is based upon performing the services herein described.

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

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

Audits may be 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.

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

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

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

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

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

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

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

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

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

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

**XIX RELATIONSHIP**

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

**XX ASSIGNMENTS**

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

**XXI SUBCONTRACTS**

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

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance

hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

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

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

**XXIII TERMINATION**

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

**XXIV BREACH OF CONTRACT**

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

**XV WAIVER**

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

**XXVI INDEMNIFICATION**

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

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

**XXVII GOVERNING LAW AND FORUM**

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

**XXVIII SEVERABILITY**

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

**XXIX NON-DISCRIMINATION**

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

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

**XXX CHILD SUPPORT ENFORCEMENT**

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

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII DRUG-FREE WORKPLACE**

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

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

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

**XXXIV DAVIS-BACON ACT**

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

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

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

**XXXVI PUBLIC RECORDS**

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

**XXXVII CLEAN AIR ACT**

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

**XXXVIII ENERGY EFFICIENCY**

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

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

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

**XL PATENT RIGHTS**

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

**XLI PROCUREMENT**

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

**SIGNATURES**

<u>Vince Gianangeli /s/</u>	6-23-14
Vince Gianangeli, Director & CFO	Date
Belmont County Department of Job and Family Services	
<u>Matt Coffland /s/</u>	6-25-14
Matt Coffland, Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	6-25-14
Ginny Favede, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	6-25-14
Mark A. Thomas, Belmont County Commissioner	Date
<u>Cindy Bacon /s/</u>	6/18/14
Cindy Bacon	Date
<u>David K. Liberati /s/ Assistant</u>	6-24-14
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DJFS TO TRANSFER FUNDS FROM THE PA FUND TO CSEA FUND FOR FY 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following:

**RESOLUTION**

Whereas, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

Whereas, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

Whereas, in order to properly access these funds for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

Now, Therefore Be It Resolved, the Board of Commissioners of Belmont County on this 25<sup>th</sup> day of June 2014, do hereby grant to Vince Gianangeli, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$125,000 of Income Maintenance money from the PA Fund to the CSEA Fund for State Fiscal Year 2014, ending June 30, 2014, for the herein described purpose.

<u>Matt Coffland /s/</u>	6-25-14
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	6-25-14
Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	6-25-14
Belmont County Commissioner	Date

**DISCUSSION HELD** – Vince explained the Ohio Revised Code allows for transfer of funds and gives DJFS the ability to use any unspent state funds for the use of either the Child Support Enforcement Agency or the Public Children Services Agency to help with the burden of administrative costs. By moving the money into Child Support they get a really good bang for their buck. For every dollar that is spent, 34% of that is local and 66% is federal. They are able to take \$125,000 of state funds and turn that into \$368,000; of which \$125,000 is state and \$243,000 is federal funding. Their state fiscal year ends June 30 and by not taking advantage of this, other county DJFS approach their county commissioners and ask for local funds. We are able to use state funds instead of using the county local funds to operate and get the federal match.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE REAPPOINTMENT OF MADELYN HOLBROOK TO THE BELMONT COUNTYDISTRICT LIBRARY BOARD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the reappointment of Madelyn Holbrook to the Belmont County District Library Board for a seven-year term, effective July 31, 2014 through July 30, 2021, based upon the recommendation of Yvonne O. Myers, District Library Director, and The Board of Trustees of the Belmont County District Library.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DESIGNATING THE BELMONT COUNTY LAND REUTILIZATION CORPORATION AS THE AGENCY FOR THE RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORECLOSED AND OTHER REAL PROPERTY IN THE COUNTY, DIRECTING THE CORPORATION TO ACT ON BEHALF OF AND IN COOPERATION WITH THE COUNTY IN EXERCISING THE POWERS AND PERFORMING THE DUTIES OF THE COUNTY UNDER CHAPTER 5722 OF THE OHIO REVISED CODE; DIRECTING THE PREPARATION OF AN AGREEMENT AND PLAN IN FURTHERANCE OF THESE MATTERS; AND AUTHORIZING RELATED MATTERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following:

**Resolution**

**Designating the Belmont County Land Reutilization Corporation as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed and other real property in the County, directing the Corporation to act on behalf of and in cooperation with the County in exercising the powers and performing the duties of the County under Chapter 5722 of the Ohio Revised Code; directing the preparation of an Agreement and Plan in furtherance of these matters; and authorizing related matters**

WHEREAS, the County pursuant to division (A) of Section 5722.02 of the ORC has elected to adopt and implement the procedures set forth in Sections 5722.02 to 5722.15 of the Ohio Revised Code to facilitate the effective reutilization of nonproductive land situated within its boundaries, and

WHEREAS, the County has caused the Belmont County Land Reutilization Corporation (the "Corporation") to be organized as a county land reutilization corporation under Chapter 1724 of the ORC to act on behalf of and cooperate with the County in exercising the powers and performing the duties of a county with respect to land reutilization under Chapter 5722 of the ORC, and

WHEREAS, subdivision (A)(2) of Section 1724.10 of the ORC authorizes a county to designate a county land reutilization corporation organized under Chapter 1724 of the ORC as its agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county, and

WHEREAS, this Board now desires to designate pursuant to subdivision (A)(2) of Section 1724.10 of the ORC the Corporation as its agency for the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county and for the exercise of the County's powers under Chapter 5722 of the ORC, and

WHEREAS, in furtherance of the purposes of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County and the exercise by the Corporation on behalf of the County of the powers of the County under Chapter 5722 of the Ohio Revised Code, this Board also desires to enter into an agreement and plan with the Corporation (the "Agreement and Plan") to accomplish the foregoing, and

WHEREAS, the Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all the deliberations of this Board, and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that:

Section 1. Pursuant to subdivision (A)(2) of Section 1724.10 of the Ohio Revised Code, the County acting by and through this Board, hereby designates the Corporation as its agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County.

Section 2. Pursuant to Section 1724.04 and division (B) of Section 5722.02 of the Ohio Revised Code, this Board hereby authorizes the Corporation to exercise on its behalf the powers granted to the County under Chapter 5722 of the Ohio Revised Code, subject to any limitations therein on a county land reutilization corporation.

Section 3. In furtherance of the designation of the Corporation by this Board as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County pursuant to division (A)(2) of Section 1724.10 of the Ohio Revised Code and as its agency for exercise of the powers granted to the County under Chapter 5722 of the Ohio Revised Code, this Board hereby directs the Corporation to prepare or cause to be prepared for approval and execution by this Board an agreement and plan between the Corporation and the County as authorized by division (B) of Section 1724.10 of the Ohio Revised Code to provide for, among other things, a plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property and the extent to which the Corporation will participate as the agency of the County in carrying out the plan.

Section 4. This resolution shall take effect and be in force immediately upon its adoption.

**BE IT FURTHER RESOLVED**, that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to: The Belmont County Auditor, Belmont County Prosecutor and Belmont County Treasurer.

**ADOPTED**, at a regularly adjourned meeting of the Board of County Commissioners of Belmont County, Ohio, this 25<sup>th</sup> day of June, 2014.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Richard Hord inquired about the county records stored at Oakview and what will happen to them when Senior Services is relocated. Mrs. Favede replied the existing records are on the 2<sup>nd</sup> and 3<sup>rd</sup> floors. The Senior Services are located on the 1<sup>st</sup> floor. Once they move from the building the 1st floor will be used for records storage also. She said Oakview is not being demolished at this point. Mr. Thomas said the only building coming down is the old County Home. No final decision has been made on the former Hab Center and Oakview.

A citizen thanked Mr. Coffland and Mrs. Favede for coming to the recent Town Hall meeting in Barnesville, OH. He asked how money is run through the Port Authority. Mr. Coffland said a certain amount of money is allocated to the Port Authority by the Board of Commissioners. They are a separate entity that is audited outside of the county. Wilbur Winland asked if the records for the Port Authority and TID are public record since they are a separate entity. Mr. Thomas said that everything that comes in through the office is a public record.

**BREAK**

**9:30 East Ohio Regional Hospital-Announcement**

**Jerry Narcisi, Chairman of the Board; Mike Caruso, OVHS&E President & CEO, OVHS&E and Lisa Simon, OVHS&E CFO/VP**

Jerry Narcisi, Chairman of the Board for the Ohio Valley Health Services & Education (OVHS&E), the parent corporation of Ohio Valley Medical Center (OVMC) and East Ohio Regional Hospital (EORH), along with other representatives from the organization spoke about their progress on partnering with The Ohio State University Hospital's Wexner Medical Center.

"Four or five years ago we were going through some difficult times, and I'm happy to say that we have turned our organization around" he said. He said that partnering with a major hospital will bring high quality health care to the area.

Michael Caruso, President and CEO of Ohio Valley Health Services, said they have served the community for over 100 years. They have 25 different facilities in Belmont County. "Belmont County has always been a very strong area for us" he said. He stated the leading causes of death in our area are heart disease, cancer, strokes and pulmonary.

Marketing Director, Laurie Labishak, gave an overview of OVMC & EORH. They employ over 1600 people. Their mission is quality health care with over 330 physicians on staff.

Lisa Simon, CFO, said they had a \$16 million dollar turnaround through measurement and accountability. They now have \$170 million dollar revenue annually.

OVMC's partnership with The Ohio State University Hospital will bring their programs to Belmont County which includes the James Cancer Center. Other services coming are cardiology, diabetes and a wellness program.

"We are one community," said Commissioner Thomas. This is providing a huge quality of life issue. Developers look at area and health care when deciding to build here.

Commissioner Favede said this is tremendous news to the Ohio Valley. It is difficult to travel out of the area for medical care. Wexner Center is awesome and to have access here is tremendous.

"It just goes to show what a great turnaround and what a change is happening here," said Commissioner Coffland.

**10:00 Continued Hearing-Road Improvement 1122  
Re: Temporary closing of a portion of CR 104 Smith Road, Union Township**

**ROAD IMPROVEMENT 1122 CONTINUATION/TEMPORARY CLOSING OF PORTION OF CR 104** – Mr. Bennett, County Engineer and Ruth Graham were present. Mr. Bennett recommended that the road be closed temporarily. An agreement has been worked out with Oxford Mining. The closing is for one year maximum and no coal will be hauled on CR 104. ODNR would put road back should Oxford fold up so bond is only \$50,000. Coal will be hauled on CR100 which is at the bottom of the hill. Charles Smith said doesn't see why they can't put a runaround in like other coal companies do. He believes it will be a hazard if closed. A citizen asked if the coal was being stripped or augured out. Paul Leist, Oxford representative, said there is a small block of coal that is going to be stripped under the road. With the size of the equipment it can't be taken out on the road so they need the access. Charles Smith asked why it would take a year. Paul Leist said a year is just a worst case scenario; it may be done in a couple months. Coal market conditions are a factor. One year gives them freedom to do what they need to do. He said the road won't be closed any longer than it needs to be. Mr. Coffland said the coal company was asked by the Board not to close the road until they have to and to reopen as soon as possible. Mr. Thomas asked Mr. Bennett if the agreement could be amended to say the road is not to be closed any longer than necessary. Mr. Bennett said Oxford's main concern is safety. Union Township Trustee, John Spiga, said a few residents have opposed having coal hauled on CR 149. Paul Leist said he can take options back to Oxford Mining about putting the road back when not mining. From a safety standpoint; no uncertified personal are allowed on mine site. Mr. Thomas suggested they do that part either first or last. Mrs. Favede said concern was that some didn't know the hearing was continued today. Paul Leist said the coal application usually takes one year for permit. It could take three to five years before Oxford needs to close the road. Mr. Coffland motioned to table until better agreement is worked out. Road Improvement hearing tabled till July 9, 2014 at 10:00 a.m.

**IN THE MATTER OF CONTINUING THE HEARING  
ON RD. IMP #1122/ENGINEER**

Motion made by Mr. Coffland, seconded by Mrs. Favede to continue the hearing on Road Improvement #1122, the temporary closing of a portion of Co. Road 104 Smith Road in Union Township to July 9, 2014, at 10:00 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring, appointment and compensation of a public employee.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session at 10:55 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF HIRING RYAN CERVELLI  
AS A FULL-TIME MAINTENANCE EMPLOYEE/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Ryan Cervelli as a full-time maintenance employee for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.42 per hour beginning Monday, July 14, 2014, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

*Note: This is to fill a vacancy due to a resignation.*

Upon roll call the vote was as follows:

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

**BREAK**

**OPEN PUBLIC FORUM continued** – Todd Zdanski asked about the status of his road, Richland Township 1247. He said there was a flood three years ago and it washed out the apron of the road. He talked to A.C. Wiethe from Belomar two years ago who was in charge of the project. The township turned it over to the county and the county turned it over to Belomar. No word from Mr. Wiethe or Chuck Probst, who he talked to last June. Mr. Coffland said he will call him back with an answer once he talks to the Engineer, township trustees and Mr. Wiethe. The Commissioners are not in charge of township roads.

Mr. John Henthorne said he read in the paper about the new gas and oil lease signed and that the money is going to pay down debt. He wanted to know if there is any chance on some of the money going to the roads. Mr. Coffland said he understands the condition of the roads and hopefully there will be something to put towards the roads. Mr. Coffland said the Commissioners don't control the Engineer's budget. The Board of Commissioners has already given the Engineer's Department \$200,000 for guardrails and \$300,000 for bridges this year. They also

wrote a grant for half a million dollars. The Board has this year since January have given them a million dollars. Not counting the \$2 million dollars paid down on debt for water and sewer.

Mr. Henthorne said the Board of Commissioners need to look at ways to generate funds for the roads. Mr. Coffland said Commissioners gave \$1 million dollars last year for paving also. Mr. Thomas explained the County Engineer doesn't get his budget from the County General Fund. He is an elected official and gets funding through MVGT and license fees. Mr. Thomas said money was given to the Engineer's in the past but it is not required to by law. He knows of no other county that gives extra money to the Engineer. Mr. Thomas said he is not in favor of giving any more money to the Engineer's Department unless the Engineer gives a plan of what roads will be paved. \$1 million dollars will only pave 12 miles; the county has over 300 plus miles of roads. Mr. Coffland said the oil and gas companies have done \$3 to \$4 million dollars worth of paving in the western parts of the county and we are now working with them on the eastern portion of the county. He said the oil and gas companies also work with the township trustees on their roads. Mr. Coffland said the Board understands and is trying to address the road issues. Frank Papini wanted to know why Mr. Bennett comes to the Commissioners if he is a separate entity. Mr. Thomas said that it is the law. Mr. Coffland said the Board authorizes all contracts and agreements per Ohio Revised Code.

**BREAK-**

**FURTHER ACTION TAKEN AS A RESULT OF ABOVE EXECUTIVE SESSION.**

**IN THE MATTER OF APPOINTING LISA WILLIAMS  
AS THE TEMPORARY BELMONT COUNTY DOG WARDEN**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Lisa Williams as the Temporary Belmont County Dog Warden beginning June 30, 2014, through December 31, 2014 at the rate of \$12.70 per hour based upon the recommendation of the Belmont County Animal Rescue League. Ms. Williams' appointment may be renewed at the end of this term, if the Board so chooses.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE  
HIRING OF A DEPUTY DOG WARDEN**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the hiring of a Deputy Dog Warden at the request of the Belmont County Animal Rescue League (BCARL), with specifics to be determined at a later date.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:32 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 11:32 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of July, 2014.

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

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK