

St. Clairsville, Ohio

May 22, 2013

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

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Probst, 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-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	288.58
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	62.45
E-Motorola Solutions, Inc.	Grant match with Fire & Squad Officers Assoc./911 Fund	20,256.25
K-Poggemeyer Design Group	Barton Blaine Rd. Bridge/Engineer MVGT Fund	2,121.23
K-Transystems Corp.	Stone Arch Bridges/Engineer MVG Fund	223.58
O-Huntington National Bank	Interest Payment/Bond Retirement/Bridge & Retain Wall Construction	37,347.50
P-American Electric Power	Services/WWS#3 Revenue Fund	15,445.49
P-Belmont Co. Sanitary Sewer	Services/BCSSD Funds	2,000.00
P-Borden Office Equip. Co.	Supplies/BCSSD Funds	764.19
P-EORWA	Materials/SSD#2 Revenue Fund	416.58
P-GFS Chemicals, Inc.	Materials/WWS#3 Revenue Fund	271.90
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	101.25
P-Thomas Thornton	Refund/WWS#3 Revenue Fund	85.00
P-Water Bond Retirement Fund	Transfer out/WWs#3 Revenue Fund	397.63
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	191.58
S-Custom Water Systems, Inc.	Water softner/Oakview Juvenile Residential Center Fund	10,476.73
S-PNC Bank	Visa/District Detention Home Fund	167.60
S-Sam's Club	Kitchen, food & supplies/District Detention Home Fund	2,348.22
S-TSG	Offsite backup/Eastern Ct. General Special Projects Fund	39.54
Y-Health Plan PPO	Hospitalization/June premium/Employers Share Holding Account	383,617.83

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for May 22, 2013 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$43,646.73
A-GENERAL/AUDITOR	\$3,116.09
A-GENERAL/EMA	\$839.31
A-GENERAL/PROBATE COURT	\$624.30
A-GENERAL/SHERIFF	\$5,948.75
A-GENERAL/911	\$421.45
B-Dog Kennel	\$1,229.43
B-Juv Indigent Driver Alcohol Treatment	\$50.00
C-Indigent Guardianship Fund	\$300.00
H-Job & Family, Public Assistance	\$15,760.56
H-Job & Family, WIA	\$8,749.61; \$1,178.00; \$6,901.11
J-Real Estate Assessment	\$17,065.00
K-Engineer MVGT	\$31,348.34; \$945.39
M-Juvenile Ct. – Care & Custody	\$2,870.00
M-Juvenile Ct. Placement Services	\$7,132.71
M-Juvenile Ct. Title IV-E Reimb.	\$4,725.26
M-Truant Officer Grant	\$29.70
P-OakviewAdmn Bldg	\$135.00
P-Sanitary Sewer District	\$7,893.12; \$4,295.25; \$610.00; \$53,661.05
S-District Detention Home	\$426.91; \$1,591.16
S-Job & Family, Children Services	\$386.13
S-Job & Family, Senior Program	\$6,480.32; \$1,973.21; \$22,499.21
S-Juvenile Ct. Computer	\$76.95
S-Northern Div. Ct. Computer Fund	\$283.54
S-Northern Ct. General Special Projects	\$592.75
S-Oakview Juvenile Residential Center	\$9,234.96
S-Probate Court Computer	\$2,604.75
S-Sheriff Commissary	\$1,256.21
U-Sheriff's Reserve Account	\$443.87
W-Law Library	\$1,803.95

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

THE GENERAL FUND

FROM	TO	AMOUNT
<i>Miscellaneous</i>	<i>Miscellaneous</i>	
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$1,000.00

Note: To be transferred to N18 for the payment on note principal due 06/05/13.

BCDJFS/WORKFORCE DEVELOPMENT GRANT FUND H05

FROM	TO	AMOUNT
E-2600-H005-H06.000 Rapid Response	E-2600-H005-H12.000 Windstorm NEG OH-26	\$15,000.00

BELMONT CO. SSD/WWS #3 REVENUE FUND P05

FROM	TO	AMOUNT
E-3702-P005-P25.000 Purchased WA	E-3702-P005-P34.074 OE Transfers Out	\$30,000.00

BELMONT CO. EMA/LEPC SPEC. EMERG. PLNG. FUND P90

FROM	TO	AMOUNT
E-1720-P090-P07.002 Salaries	E-1720-P090-P09.004 Worker's Comp.	\$600.00

BCDJFS/CHILDREN SERVICES FUND S17

FROM	TO	AMOUNT
E-2765-S017-S31.000 Other Expenses	E-2765-S017-S24.000 Med. Asst.	\$30,000.00

BD OF DD/MENTAL RETARDATION FUND S66

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S65.002 Salaries	\$200,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S66.010 Supplies	\$60,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S69.000 Cont. Repairs	\$10,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S75.000 Travel & Exp.	\$15,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S76.003 PERS/STRS	\$14,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S80.000 Other Expense	\$50,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S79.005 Medicare	\$1,000.00

BELMONT CO. PROSECUTORS/VICTIM'S ASSISTANCE FUND W80

FROM	TO	AMOUNT
E-1511-W080-P06.004 Worker's Comp	E-1511-W080-P08.005 Medicare	\$148.54

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN

BCDJFS/PUBLIC ASSISTANCE FUND H00

Motion made by Mrs. Favede , seconded by Mr. Probst to approve the following transfer within fund for the Public Assistance Fund:

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	E-2510-H000-H02.010 Supplies	\$100,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

GENERAL FUND AND THE SOIL CONSERVATION FUND L01

FROM	TO	AMOUNT
<i>General Fund</i>	<i>Soil Conservation/L01 Fund</i>	
E-0051-A001-A32.000 Soil Conservation	R-1810-L001-L08.574 Transfers In	\$75,200.00

(Annual Allocation)

A00 GENERAL FUND AND THE N18-SSD #2 FORCE

MAIN EXTENSION CONSTRUCTION FUND

FROM	TO	AMOUNT
<i>General Fund</i>	<i>Force Main Ext. Const./N18 Fund</i>	
E-0257-A015-A15.074 Transfers-Out	R-9018-N018-N05.574 Transfers-In	\$1,000.00

Note: For the payment on note principal due 06/05/13.

GENERAL FUND AND CARE & CUSTODY-JUVENILE CT FUND M60

FROM	TO	AMOUNT
<i>General Fund</i>	<i>Care & Custody Fund M60</i>	
E-0082-A002-C31.002 Salaries-Employees	R-0040-M060-M05.500 Other Receipts	\$20,000.00

BELMONT CO. SSD WWS #3 REVENUE FUND P05 AND

WWS #3 PHASE I BOND ACCT FUND O04

FROM	TO	AMOUNT
<i>WWS #3 Revenue P05</i>	<i>WWS #3 Phase I Bond Acct. O04</i>	
E-3702-P005-P34.074 WWS #3 Transfer Out	R-9201-O004-O06.574 Transfer In	\$19,414.00

BELMONT CO. SSD WWS #3 REVENUE FUND P05 AND

WWS #3 PHASE II BOND ACCT FUND O07

FROM	TO	AMOUNT
<i>WWS #3 Revenue P05</i>	<i>WWS #3 Phase II Bond Acct. O07</i>	
E-3702-P005-P34.074 WWS #3 Transfer Out	R-9204-O007-O06.574 Transfer In	\$44,953.00

BELMONT CO. SSD WWS #3 REVENUE FUND P05 AND WATERLINE EXT. PROJECT FUND O09

FROM	TO	AMOUNT
<i>WWS #3 Revenue P05</i>	<i>Waterline Ext. Project O09</i>	
E-3702-P005-P34.074 WWS #3 Transfer Out	R-9206-O009-O08.574 Transfer In	\$15,247.76

BELMONT CO. SSD WWS #3 REVENUE FUND P05 AND MT. VICTORY BOND RETIREMENT FUND O11

FROM	TO	AMOUNT
<i>WWS #3 Revenue P05</i>	<i>Mt. Victory Bond Retirement O11</i>	
E-3702-P005-P34.074 WWS #3 Transfer Out	R-9311-O011-O04.574 Transfer In	\$3,000.00

BELMONT CO. SSD #2 REVENUE FUND P53 AND SSD #2 SEWER BOND FUND O06

FROM	TO	AMOUNT
<i>SSD #2 Revenue P53</i>	<i>SSD #2 Sewer Bond O06</i>	
E-3705-P053-P16.074 SSD #2 Transfer Out	R-9203-O006-O08.574 Transfer In	\$29,977.00

BELMONT CO. SSD #2 REVENUE FUND P53 AND BOND RETIREMENT-FORCE MAIN EXT. PROJ. FUND O10

FROM	TO	AMOUNT
<i>SSD #2 Revenue P53</i>	<i>Bond Retirement-Force Main Ext. Proj. O10</i>	
E-3705-P053-P16.074 SSD #2 Transfer Out	R-9207-O010-O05.574 Transfer In	\$19,418.81

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 3, 2013****

BEL. CO. ENGINEER/BOND RETIREMENT-BRIDGE & RETAINING WALL FUND O39

E-9218-O039-O02.051	Interest Pymt. (Rd. & Retaining Wall Constr.)	\$ 38,247.50
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****MAY 22, 2013****

BELMONT COUNTY 911/ EQUIPMENT FUND E10

E-2200-E010-E05.012	Equipment	\$ 392.00
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BELMONT COUNTY 911/ WIRELESS FUND E11

E-2301-E011-E01.011	Contract Services	\$ 11,089.89
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BCDJFS/WORKFORCE DEVELOPMENT GRANT FUND H05

E-2600-H005-H06.000	Rapid Response	\$ 15,000.00
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BCDJFS/WIA AREA 16 FUND H08

E-2610-H008-H01.000	Bel. Co. DJFS-WIA	\$ 15,000.00
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E-2610-H008-H03.000	Harr. Co. DJFS-WIA	\$ 80,000.00
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SOIL AND WATER/SOIL CONSERVATION FUND L01

E-1810-L001-L01.002	Salaries	\$ 6,396.92
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BELMONT CO. PROBATE COURT/CARE & CUSTODY FUND M60

E-0400-M060-M25.002	Salaries-CCAP	\$ 623.91
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BELMONT COUNTY 911/ SYSTEM UPGRADE LEVY FUND N11

E-9011-N011-N01.000	Contract Projects	\$615,666.29
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THE N18-SSD #2 FORCE MAIN EXTENSION CONSTRUCTION FUND

E-9018-N018-N05.050	Note Payment	\$ 1,000.00
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BELMONT CO. SSD/ SSD #2 SEWER BOND FUND O06

E-9203-O006-O04.051	Interest	\$ 29,977.00
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BELMONT CO. SSD/BOND RETIREMENT WATERLINE EXT O09

E-9206-O009-O02.051	Interest Payment	\$ 17,704.46
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OAKVIEW JUVENILE RESIDENTIAL CENTER/VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$ 2,699.00
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E-8010-S030-S51.002	Salaries	\$ 30.00
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E-8010-S030-S64.012	Equipment	\$ 27,934.88
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E-8010-S030-S72.000	Capital Repairs	\$ 18,586.73
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E-8011-S031-S02.000	Food (Meal Tickets)	\$ 60.00
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E-8011-S031-S02.000	Food (NSLA)	\$ 1,355.28
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BELMONT CO. PROSECUTOR/VICTIM ASST PROGRAM FUND W80

E-1511-W080-P01.002	Salary	\$ 1,716.34
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Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated May 22, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$1,000.00** transferred from the General Fund on 5/22/13 for June principal payment for N18, SSD #2 Force Main Ext. Const. Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

BCDJFS – Linda Sadosky, Bruce McGuire and Senior members to travel to Sugarcreek, OH, on June 7, 2013, to attend a Martins Ferry Senior Center outing and to travel on June 12, 2013, to Wheeling, WV, for a Martins Ferry Senior Center outing. Estimated expenses: \$48.00
Floyd Culbertson and Patricia Kinney to travel to Wheeling, WV, on June 20, 2013, for a one day event at Oglebay Park. Estimated expenses: \$24.00

Joyce Bosold and Annette Witchey to travel to Marietta, OH, on June 27, 2013, to attend a Fraud Control Meeting. Estimated expenses: \$24.00

EMA – Dave Ivan, Director, to travel to Ohio County, WV, on May 22, 2013, to attend a special detail at the Pike Island Locks and Dam.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 1, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE TRADE-IN OF 5 VEHICLES FOR THE OAKVIEW JUVENILE RESIDENTIAL CENTER PER ORC 307.12(G)

Motion made by Commissioner Favede, seconded by Commissioner Probst to adopt the following:

RESOLUTION

WHEREAS, the Oakview Juvenile Residential Center has received supplemental funding from the Ohio Department of Youth Services for the purchase of two vehicles for the Center: and

WHEREAS, the Oakview Juvenile Residential Center has the following vehicles:

- 2000 Ford Crown Victoria, VIN #2FAFP73WSYK108660
- 2001 Chevy Blazer, VIN #1GNDDT13W412193197
- 2001 Chevy Astro Van, VIN #1GNEL19WX1B129614
- 2002 Chevy Blazer, VIN #1GNDDT13W42K161321
- 2004 Chevy Blazer, VIN #1GNDDT13X44K149844

all of whose values have fully depreciated; and

WHEREAS, the Oakview Juvenile Residential Center has requested permission to trade-in the aforementioned vehicles to Whiteside’s for the purchase of two 2013 Chevrolet Malibu LS Sedans; and

WHEREAS, the Belmont County Board of Commissioners does hereby determine that the county has vehicles that are unfit for public use; and

NOW THEREFORE BE IT RESOLVED, pursuant to Ohio Revised Code 307.12(G), the Belmont County Board of Commissioners authorizes the Oakview Juvenile Residential Center to trade-in the above-listed vehicles, to Whiteside’s for the purchase of two 2013 Chevrolet Malibu LS Sedans as follows:

- 2013 Chev Malibu \$20,428.50 per unit (Less than State Purchase Price)
- Trade-Ins \$14,857.00
- Total cost to Oakview \$26,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE THE ODYS JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION/JUVENILE COURT

Motion made by Mr. Probst, seconded by Mrs. Favede to approve and authorize Commission President Ginny Favede to execute the **Ohio Department of Youth Services Juvenile Court Grant Agreement and Funding Application** on behalf of the Belmont County Juvenile Court for the biennial period beginning July 1, 2013 through June 30, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR WALMART STORES EAST LP DBA
WALMART SUPERCENTER 2199, RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH**

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a C2 liquor permit for WalMart Stores East LP, DBA Walmart Supercenter 2199, 50739 Valley Plaza Dr., Richland Twp., St. Clairsville, OH 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: C2 permit-wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE CONTRACT
BETWEEN BCDJFS AND BELMONT CO. COMMUNITY ACTION
COMMISSION FOR THE PURPOSE OF PROVIDING A SUMMER
EMPLOYMENT PROGRAM**

Motion Made by Mrs. Favede, seconded by Mr. Probst to approve and sign the contract between the Belmont County Dept. of Job & Family Services and Belmont County Community Action Commission, effective May 15, 2013 through August 31, 2013 in an amount not to exceed \$289,720.00 for the purpose of providing a summer employment program to serve persons from a Belmont County Temporary Assistance To Needy Families (TANF) eligible family.

**CONTRACT
BETWEEN
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND
BELMONT COUNTY COMMUNITY ACTION COMMISSION**

This agreement made and entered into on this day of May 15, 2013 by and between the Belmont County Department of Job and Family Services, BCDJFS, and the Belmont County Community Action Commission, doing business at 114 Main Street, St. Clairsville, Ohio, 43950, a provider of service (hereinafter referred to as "**Provider**").

This agreement shall constitute the entire agreement between the BCDJFS and Provider and any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated into this agreement. The following are the terms of the contract.

**SUMMER EMPLOYMENT PROGRAM FOR YOUTH
Funded by TANF Funds and Administered through
Prevention, Retention and Contingency (PRC) Programs**

A. PURPOSE: This agreement is entered into for the purpose of providing a summer employment program to serve persons from a Belmont County TANF-eligible family. The types of persons that may be served are: Youth ages 14-17, as long as the youth is a minor child in a home at or below 200% of federal poverty (youth may be 18 if they are a full time student in a secondary school) ; Youth ages 18-24, in a home at or below 200% of federal poverty that also has a minor child; or Youth ages 18-24, in a home at or below 200% of federal poverty with a minor child or pregnant; non-custodial parents (even if the child is not in the home) in a home at or below 200% of federal poverty; or youth in foster care who are in the temporary or permanent custody of a Public Children Services Agency who are placed in a licensed foster care setting and between the ages of 14 to 17 years of age or 18 years of age if they are a full time student in secondary school.

B. PURCHASE OF SERVICES: Subject to terms and conditions set forth in this contract and the attachments (such attachments are deemed to be part of the contract as fully as if set forth herein), the BCDJFS agrees to purchase from, and the Provider agrees to furnish those specific services detailed in this agreement.

C. CONTRACT PERIOD: This contract will be effective from May 15, 2013 through August 31, 2013 inclusive, unless otherwise terminated. Costs for payments to third parties to operate the program, wage subsidies, case management, job coaches, mentors and other ancillary costs can be charged effective May 15, 2013.

The Provider hereby expressly agrees to neither perform work nor submit an invoice for payment, for work performed under this Contract for any time period prior to notification that the Contract has received approval of the Belmont County Board of Commissioners. Provider further agrees to neither perform work nor submit an invoice for payment for work performed under this Contract for any time period after the termination date set forth in this Contract.

a) **D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from, May 15, 2013 through August 31, 2013, and shall not exceed \$289,720.00. The Provider agrees to accept as full payment for services rendered, in a manner satisfactory to the BCDJFS, actual cost reimbursement. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$289,720.00. Any cost overruns shall be the sole responsibility of the provider.

E. SERVICE DESCRIPTION:

Employment:

The Provider of services will act as the employer of record and provide summer employment to TANF eligible youth including case management activities related to the program, job coaching and mentoring.

The youth will be given Summer Work Experience up to 40 hours per week for a period of weeks beginning sometime after June 1, 2013 and ending on or before August 31, 2013. The number of weeks worked and hours worked per week by youth will be based on the total number of youth participating in the program; work site needs; and allocation. The Youth will be paid the State of Ohio Minimum Wage of \$7.85 per hour. Fringes will consist of FICA and Workers Compensation.

Reporting:

The Provider of services is required to submit, by month, data necessary to track the outcomes for the youth participants in the program. This reporting tool is due on the 10th of each month to the Office of Family Assistance. Further instructions concerning the reporting tool will be issued in a subsequent Family Assistance Letter.

In addition to the monthly reporting tool, the Provider will be responsible for completing a pre and post evaluation of the youth. The evaluation tool is being designed and will be communicated to counties in a subsequent Family Assistance Letter

Program:

The TANF Subsidized Summer Employment Program for Youth is different than the Workforce Investment Act summer youth employment program. Federal TANF regulations set forth what is allowable for TANF programs. Because this allocation is from TANF funds, it is focused on "wage subsidies." As a result, the state must follow the federal regulations and guidance regarding what are considered "wage subsidies."

Allowable costs under this program include:

- Payments to employers for wages (at no higher than state minimum wage \$7.85) and fringe benefits;
- Payments to third parties to operate the program;
- Recruitment and development of employers for the program;
- Other ancillary services which are offered by the employer to the subsidized employment participants including: Work related items such as uniforms, tools, licenses or certifications;

- Job coaches and mentors;
- Worker compensation expenses;
- Case management activities related to the program;
- FICA
- Direct supervision and training costs;
- Work clothing if it is necessary for employment at the specific job placement; and
- Transportation costs to and from the work site.

The cost of health insurance for youth may not be charged against these TANF funds; however, the cost of health insurance for staff employed by a third party to operate the program can be charged.

The TANF Summer Youth Employment Program funding does not include TANF administration. Federal regulations define what is considered TANF administration, and they are also set forth in rule 5101:9-6-08.8 of the Ohio Administrative Code. The following activities and/or expenses are considered TANF administration and cannot be charged to this allocation:

- Costs associated with eligibility determination;
- Salaries and benefits of staff performing administrative and coordination functions;
- Preparation of program plans, budgets, reports and schedules, and the monitoring of program and project;
- Fraud and abuse units;
- Services related to accounting, litigation, audits, management property, payroll, personnel, procurement, and public relations;
- Costs of goods and services and travel costs required for official business and the Administration of the program unless excluded under paragraph (A) of rule 5101:9-6-08.8 of the Ohio Administrative Code; and
- Management information systems not related to the tracking and monitoring of the program.

For unemployment compensation costs, the ODJFS Office of Unemployment Compensation has stated under Section 4141-5-05 of the Ohio Administrative Code employers are not required to report the wages paid to youth as part of the TANF Summer Youth Employment Program. Employers should not include the youth or the youth's wages on their quarterly unemployment compensation reports.

Certificates of Completion:

Each youth who completes the summer youth program must be issued a Certificate of Completion containing at a minimum the following: name of the program (TANF Summer Youth Employment Program), name of youth, dates of participation, name of employer, and funding for this program was provided by the Ohio Department of Job and Family Services. Youth who leave the program before completion will not be eligible for the certificate.

F. PAYMENT FOR PURCHASED SERVICES: PAYMENT FOR PURCHASED SERVICES:

Upon completion of services each month, provider shall submit an invoice and supporting income statement (expense report) to Belmont County Department of Job and Family Services covering purchased services rendered. Invoices shall include actual expenses incurred, not to exceed the maximum in Section D, above, for the delivery of these services. Invoices shall also include accruals and stand-in costs, as applicable. Belmont County Department of Job and Family Services will review each invoice for completeness of information and accuracy before making payment, within thirty days of the receipt of an accurate invoice.

Invoices will be submitted each month to BCDJFS within 30 days of the end of the service month for services rendered during the month. The Provider shall make all reasonable efforts to include all service provided during the service month on the invoice.

Final invoice for compensation of work performed under this Contract must be received and paid by BCDJFS, no later than December 31, 2013 which is the liquidation date. Failure of the Provider to submit the final invoice by this deadline shall be deemed a forfeiture of the Provider of all remaining compensation pursuant to the Contract.

Reported expenditures are subject to audit by appropriate state or federal officials or an independent audit. Reported expenditures are also subject to monitoring by Belmont County Department of Job and Family Services or its representatives

G. PURCHASING OR LEASING OF FIXED ASSETS (EQUIPMENT): For purpose of this contract, a fixed asset is any item having a useful life exceeding one year, regardless of cost. Fixed assets purchased with these funds are property of the Belmont County Department of Job & Family Services and shall be used in the program or project for which acquired, no purchase of vehicles will be permitted under this contract. Procurement of any fixed asset must follow both State and Federal guidelines. At such time as the program ends, funding expires, or Provider no longer needs the fixed asset, the Belmont County Department of Job & Family Services shall provide guidance regarding its disposition. All fixed asset purchases are to be reported to the Belmont County Department of Job & Family Services within 30 days and registered on BCDJFS inventory.

Inventory: Fixed assets purchased under this agreement shall be the property of BCDJFS. Newly acquired inventory shall be reported to BCDJFS within thirty days of purchase. These assets will be issued BCDJFS's inventory tags. It will be the Provider's responsibility to affix and maintain these tags.

Usage: Provider covenant to maintain the property referenced above, whether purchased or leased, in good condition and repair and agree not to commit or suffer any waste to the property and will comply with all statutes, ordinances, regulations and effecting said property or any part thereof, and all covenants, restrictions and agreements of which apply to the property or any part thereof.

H. PUBLICITY/RIGHTS IN DATA: Any program description intended for internal or external use, including media releases, information pamphlets, etc. shall mention that funding is provided under "The State of Ohio's Summer Youth Program" administered by the Belmont County Department of Job and Family Services.

The deliverables provided by the Provider under this Contract and any item produced under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of BCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the deliverables, and the Provider will not obtain copyright, patent, or other proprietary protection for the deliverables. The provider will not include in any deliverable any copyrighted matter, unless the copyright owner gives prior written approval to use such copyrighted matter in the manner provided herein. Provider agrees that all deliverables will be made freely available to the general public unless BCDJFS determines that, pursuant to state or federal law, such materials are confidential.

I. CONFIDENTIALITY OF INFORMATION: The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio.

1. The Provider shall utilize any records received pursuant to this agreement only for the purpose set out in the terms of this agreement.
2. The Provider shall keep all records provided by the Belmont County Department of Job and Family Services pursuant to this agreement, when not in use, in a secure locked place and ensure that no other third party, other than auditors and monitors, identified in Section F, above, has access to these records.
3. The Provider shall not provide any information or records received pursuant to this agreement to any other third party except in compliance with state and federal law or with written permission from the Belmont County Department of Job and Family Services.
4. The Provider shall maintain all original records provided by the Belmont County Department of Job and Family Services pursuant to this agreement once the purpose of the agreement are met or the agreement is terminated pursuant to the terms of this agreement for six years and will follow all State of Ohio and Federal record retention policies.

- 5 The Provider shall notify all employees of the Provider, that information received pursuant to this agreement shall only be used for the purpose set out in the terms of this agreement and that the information and records must be kept in compliance with the sections of this agreement.
- J. INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the Provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or Belmont County Department of Job and Family Services.
- K. DUPLICATE BILLING:** Provider warrants that claims made to Belmont County Department of Job and Family Services for payment for purchased services shall be for actual services and do not duplicate claims made by Provider to other sources of funds for the same service.
- L. FINANCIAL RECORDS and RESPONSIBILITY FOR AUDIT:** The Provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and Belmont County Department of Job and Family Services personnel or Belmont County Department of Job and Family Services independent monitors. Provider agrees to comply with OMB Circular all applicable OMB Circulars, including A-133 audit requirements, which can be found on the Internet at www.whitehouse.gov/omb/circulars/a133/a133.html.
- M. AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial records related to this contract, including any documentation used in the administration of the program, in its possession for a period of six years from the date of contract completion, unless otherwise directed by Belmont County Department of Job and Family Services. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six year period the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the six year period, whichever is later.
- N. RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit or monitoring finding by Belmont County Department of Job and Family Services authorized monitoring, which directly relates to the provisions of this contract.
1. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for services not covered by the agreement.
 2. The Provider agrees to pay the Belmont County Department of Job and Family Services the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsified claims, or incorrectly determined eligibilities. As used in this section, "deceptive means knowingly deceiving another or causing another to be deceived, by a false or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, omission, which creates, confirms or perpetuates a false impression in another, including a false impression as to law, value, state or mind, or other objective or subjective fact.
- O. CIVIL RIGHTS:** Belmont County Department of Job and Family Services and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or other factor as specified in Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found not to be in compliance with this paragraph may be subject to investigation by the office of civil rights for the State of Ohio and the County Department of Job and Family Services and termination of this agreement.
- P. INDEMNITY AND INSURANCE:** To the extent allowed by Ohio law, Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the Belmont County Department of Job and Family Services, and the Belmont County Board of County Commissioners against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract. Provider agrees to maintain a self-insurance program, or contract for insurance, as is reasonably acceptable to the Belmont County Department of Job and Family Services in order to adequately insure the persons and estates of eligible individuals against reasonably foreseeable torts which would cause injury, death, or property damage. A copy of said insurance policy shall be delivered to BCDJFS prior to commencement of this agreement for approval.
- Q. MONITORING AND EVALUATION:** Belmont County Department of Job and Family Services and Provider will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the objectives are being achieved. The Provider will be subject to on-site and desk review by a monitor contracted by Belmont County Department of Job and Family Services.
- R. TERMINATION:** In the event that either the Belmont County Department of Job and Family Services or the Provider do not perform their responsibilities and obligations, or the projected outcomes are not achieved under this agreement, either party may initiate their intent to terminate the agreement by written communication to the other party. Such termination shall take place no less than thirty (30) days after the initiating agency's request for termination.
- This agreement may be terminated immediately in the event there is a loss of funding, disapproval by the Belmont County Board of Commissioners, or upon discovery of noncompliance with any county, state, or federal laws, rules or regulations.
- Provider, upon receipt of notice of suspension or termination, agrees that it will cease work on the suspended or terminated activities under this Contract, suspend or terminate all subcontracts relating to such suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of suspension or termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting there from, and such other matters as BCDJFS may require.
- In the event of suspension or termination under this Article, Provider will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by BCDJFS based on the rate set for in this Contract, less any funds previously paid by or on behalf of BCDJFS or in the case of services for which the Provider charges a flat rate, based on a reasonable percentage of the total services performed, as determined by BCDJFS less any funds previously paid by or on behalf of BCDJFS. BCDJFS is not liable for any further claims, and the claims submitted by the Provider are not to exceed the total amount of consideration stated in this Contract.
- S. AMENDMENT OF CONTRACT:** This contract may be amended at any time by written amendment signed by both parties and submitted to the Belmont County Board of Commissioners in the manner required by state regulations.
- T. ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.
- U. BREACH AND DEFAULT:** Upon breach or default of any of the provisions, obligation or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.
- V. RESOLUTION OF DISPUTES:** The parties agree that the Director of the Belmont County Department of Job and Family Services and the Provider representative shall resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this agreement.

- W. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS:** The parties agree to comply with all county, state, and federal laws, rules, regulations and auditing standards, Ohio Administrative Code rules, TANF provisions, which are applicable to the performance of this agreement.
- X. PARTIAL INVALIDITY:** A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of this agreement.
- Y. EQUAL EMPLOYMENT OPPORTUNITY:** The Provider will ensure that applicants are hired, and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or Vietnam-era veteran status. The Provider will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- Z. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- AA. CHOICE OF LAWS:** The laws of the State of Ohio shall be used to govern and construe the terms of this agreement.
- BB. ASSIGNMENT:** Provider shall not and hereby agrees to be prohibited from assigning this Contract in whole or in any part to any other part without the BCDJFS prior written consent.
- CC. HEADINGS:** The headings of the paragraphs of this Contract are for convenience only and shall not affect the meaning or construction of the contents of this Contract.
- DD. SPECIAL CERTIFICATION MADE BY PROVIDER:** By executing this Contract, Provider certifies and affirms current compliance and agrees to continued compliance with each condition listed in this Section. The Provider's certification and affirmation of compliance with each of these conditions is considered to be a material representation of fact upon which BCDJFS relied in entering into this Contract.
1. Provider, along with its officers, members, and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this Contract. Provider agrees to periodically inquire of its officers, members, and employees concerning such interests. Any person who acquires an incompatible, compromising, or conflicting personal or business interest shall immediately disclose his or her interest to BCDJFS in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless BCDJFS shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. The written disclosure of such interest shall be made to: Director, Belmont County Department of Job & Family Services, 310 Fox Shannon Place, St. Clairsville, Ohio 43950.
 2. Provider agrees to refrain from promising or giving to any BCDJFS employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties. Provider also agrees that it will not solicit an BCDJFS employee to violate any BCDJFS rule or policy relating to the conduct of contracting parties or to violate sections 102.03, 102.04, or 2921.42 of the Ohio Revised Code. Provider, its officers, members and employees are in compliance with section 102.04 of the Ohio Revised Code and that if it is required to file a statement pursuant to 102.04(D)(2) of the Ohio Revised Code, Provider has filed the statement with the JCDJFS in addition to any other required filing.
 3. No federal funds paid to Provider through this or any other agreement with BCDJFS will be or have been used to lobby Congress or any federal agency in connection with a particular contract, grant, cooperative agreement or loan. Provider further certifies compliance with the lobbying restrictions contained in Section 1352, Title 31 of the U.S. Code, Section 319 of Public Law 101-121, and federal regulations issued pursuant thereto and contained in 45 C.F.R. Part 93, Federal Register, Vol. 55, No.38, February 26, 1990, pages 6735-6756. If this Contract exceeds \$100,000.00, Provider has executed the Disclosure of Lobbying Activities, Standard Form, if required by federal regulations. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into.
 4. Neither Provider nor any principals of Provider is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal department of agency as set forth in 45 C.F.R. Part 76. This certification is a material representation of fact upon which reliance was placed when this Contract was entered into. If it is ever determined the Provider knowingly executed this certification erroneously, then in addition to any other remedies, this Contract will be terminated pursuant to terms and conditions of this Contract and shall be considered in default under this Section, and BCDJFS may advise the appropriate Federal agency of the knowingly erroneous certification.
 5. Provider is in compliance with the executive agency lobbying requirements of sections 121.60 to 121.69 of the Ohio Revised Code.
 6. Provider is not on the most recent list established by the Secretary of State, pursuant to section 121.23 of the Ohio Revised Code, which identifies Provider as having more than one unfair labor practice contempt of court finding.
 7. Provider agrees to cooperate with BCDJFS and any Child Support Enforcement Agency ("CSEA") in ensuring Provider of the employees of Provider meet child support obligations established under state or federal law. Further, by executing this Contract, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to Chapter 3113 of the Ohio Revised Code.
 8. Provider agrees not to discriminate against individuals who have or are participating in any work program administered by a county department of job & family services under Chapter 5101 or 5107 of the Ohio Revised Code.
 9. As applicable to the Provider, no party listed in section 3517.13 of the Ohio Revised Code or spouse of such party has made as an individual, within the two previous calendar years, one or more contributions in excess of \$1,000 to the Governor or to his campaign committees. If it is ever determined that the Provider's certification of this requirement is false or misleading, and notwithstanding any criminal or civil liabilities imposed by law, Provider shall return to BCDJFS all monies paid to Provider under this Contract. The provisions of this Section shall survive the expiration or termination of this Contract.
Provider, its officers, members, or employees, any subcontractor, and/or independent contractors (including all field staff) associated with the Contract agree to comply with all applicable state and federal laws regarding a drug-free workplace. The Provider will make a good faith effort to ensure that all Provider officers, members, employees, and subcontractors, while working on State, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
 10. The Provider agrees as a condition of this contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45 CFR 84), and all guidelines and interpretations issued pursuant thereto.
- EE. 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.
- FF. 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.
- GG. 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 Dept. of Labor regulations 29 CFR Part 5.

- HH. 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.
- II. 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).
- JJ. 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-94-63, 89 Stat.871).
- KK. 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).
- LL. 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.
- MM. PROCUREMENT:** Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.
- NN. INCORPORATION BY REFERENCE:** Attachments are hereby incorporated by reference as part of this Contract having the full force and effect as if specifically restated herein. In the event of any inconsistency or ambiguity between the provisions of any attachment or this Contract, the provisions of this Contract shall be determinative of the obligations of the parties. In the event that a dispute arises which is not addressed in any of the aforementioned documents, the parties agree to make every reasonable effort to resolve the dispute, in keeping the objectives of the project and the budgetary and statutory constraints of BCDJFS.
- OO. ENTIRE AGREEMENT AND MODIFICATION:** This Contract, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by the parties hereto, there being no oral conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

CONTRACT APPROVED BY:

Belmont County Job Department of Job & Family Services		Belmont County Community Action Commission	
<u>Dwayne Pielech /s/</u>	<u>5-16-13</u>	<u>Gary Obloy /s/</u>	<u>5/22/13</u>
Dwayne Pielech, Director	Date	Gary Obloy, Director	Date

APPROVED AS TO FORM:

<u>David K. Liberati /s/</u>	<u>5/22/13</u>	
Office of the Prosecuting Attorney	Date	

BELMONT COUNTY BOARD OF COMMISSIONERS

_____ Matt Coffland, Commissioner	_____ Date
<u>Ginny Favede /s/</u>	<u>5/22/13</u>
Ginny Favede, Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>5/22/13</u>
Charles R. Probst Jr., President	Date

Upon roll call the vote was as follows:

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

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
310 Fox Shannon Place, St. Clairsville, OH 43950
(740) 695- 1075

DIRECTOR
Dwayne D. Pielech

COUNTY COMMISSIONERS
Matt Coffland
Ginny Favede
Charles R. Probst, Jr.

FOR IMMEDIATE RELEASE
May 22, 2013

CONTRACT SET FOR SUMMER YOUTH EMPLOYMENT PROGRAM

ST. CLAIRSVILLE—The Belmont County Board of Commissioners in coordination with the Belmont County Department of Job and Family Services today signed a contract with the Belmont County Community Action Commission to operate this year’s Summer Youth Employment Program. This year’s County Summer Youth Employment program is scheduled to run June, July, and August for income eligible youth, ages 16 to 21. The program is part of the \$35 million Ohio Summer Youth Program and includes Belmont County’s \$289,000 allocation.

“This program is a great opportunity for County youth to acquire job skills and training while earning a wage during the Summer,” said Commissioner President Favede. “What started successfully many years ago, this Summer Youth program in recent years has involved less youth because of funding. We are very pleased the State of Ohio this year has not only agreed to fund the program, but increased this year’s funding amount and may fund the program in the next state budget for future years.”

Commissioner Chuck Probst agreed and encouraged more youth to apply.

“We need all County youth interested in the annual program to contact our Connections Office as soon as possible to schedule an appointment,” said Commissioner Chuck Probst. “We have started interviewing youth but are still looking for 30 or more youth to hire from across the County. We have many great working locations and partners and need the youth to fill the jobs.

Commissioner Matt Coffland explained the program activities and goals.

“With this year’s \$289,000 allocation, we will hire about 100 youth countywide, with the program goal of placing the youth workers in their respective communities, townships and school districts,” said Commissioner Matt Coffland. “Income eligibility is 200 percent of poverty or below and our Connections’ staff will determine eligibility. Once youth are hired, they will work for the Community Action Agency and be placed in a work site, beginning in June.”

The Board of Commissioners reminded residents interested youth can still call Connections at 740-633-JOBS (5627) or 1-877-516-JOBS (5627) to schedule an appointment.

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENTS
FOR TITLE XIX TRANSPORTATION SERVICES/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective May 2, 2013 through April 30, 2014, for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service	\$150,000.00
Martins Ferry EMS	\$450,000.00
Neffs Fire Department	\$450,000.00
NCR Foundation	\$150,000.00

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

This agreement to provide transportation is made and entered into this 1st day of May, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2013 through April 30, 2014 inclusive, unless otherwise terminated. Upon the agreement taking effect, the Department shall not be obligated under the previous agreement between the Department and the Provider covering the same services, except for payments owed to the Provider for services rendered in accordance with the previous agreement prior to the effective date of this agreement.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. There will be a \$10.00 charge in the event of a no show. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement **is up to \$ 150,000.00.**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 22nd day of May, 2013.

Signature Dwayne Pielech /s/

Signature Aaron K. Wildman /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 5-16-13

Date 5/28/13

Signature Charles R. Probst, Jr. /s/

Date 5/22/13

Signature Ginny Favede /s/

Date 5/22/13

Signature _____

Date _____

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 5/21/13

Prosecutor

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

This agreement to provide transportation is made and entered into this 1st day of May, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Martins Ferry EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2013 through April 30, 2014 inclusive, unless otherwise terminated. Upon the agreement taking effect, the Department shall not be obligated under the previous agreement between the Department and the Provider covering the same services, except for payments owed to the Provider for services rendered in accordance with the previous agreement prior to the effective date of this agreement.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- K. The Department of Job and Family Services agrees to pay the Provider \$2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- L. The maximum amount billable under this agreement **is up to \$450,000.00.**
- M. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- N. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- O. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 22nd day of May, 2013.

Signature Dwayne Pielech /s/
Dept. of Job and Family Services

Signature Michael Reese /s/
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 5-16-13
Signature Charles R. Probst, Jr. /s/

Date 5/29/13
Date 5/22/13

Signature Ginny Favede /s/
Signature _____

Date 5/22/13
Date _____

Belmont County Commissioners

Approved as to form David K. Liberati /s/
Prosecutor

Date 5/21/13

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

This agreement to provide transportation is made and entered into this 1st day of May, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs Fire Department, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2013 through April 30, 2014 inclusive, unless otherwise terminated. Upon the agreement taking effect, the Department shall not be obligated under the previous agreement between the Department and the Provider covering the same services, except for payments owed to the Provider for services rendered in accordance with the previous agreement prior to the effective date of this agreement.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color,

sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.

- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement **is up to \$450,000.00.**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 22nd day of May, 2013.

Signature Dwayne Pielech /s/
Dept. of Job and Family Services

Signature _____
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 5-16-13
 Signature Charles R. Probst, Jr. /s/
 Signature Ginny Favede /s/
 Signature John Driscoll /s/
 (John Driscoll – Provider)
 Belmont County Commissioners

Date _____
 Date 5/22/13
 Date 5/22/13
 Date 5-28-13

Approved as to form Chris Berhalter /s/ Date 5-22-13
Prosecutor

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

This agreement to provide transportation is made and entered into this 1st day of May, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and NCR Foundation, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2013 through April 30, 2014 inclusive, unless otherwise terminated. Upon the agreement taking effect, the Department shall not be obligated under the previous agreement between the Department and the Provider covering the same services, except for payments owed to the Provider for services rendered in accordance with the previous agreement prior to the effective date of this agreement.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by

the Ohio Department of Job and Family Services in the Administrative Code.
J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement **is up to \$ 150,000.00.**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 22nd day of May, 2013.

Signature Dwayne Pielech /s/
Dept. of Job and Family Services

Signature Van Ambrose /s/
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 5-16-13
Signature Charles R. Probst, Jr. /s/
Signature Ginny Favede /s/
Signature _____
Belmont County Commissioners

Date 5/30/13
Date 5/22/13
Date 5/22/13
Date _____
Date 5/21/13

Approved as to form David K. Liberati /s/
Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE THE VOCA AND SVAA GRANT AWARD AND ACCEPTANCE FORM FOR THE PROSECUTOR'S VICTIM WITNESS ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mrs. Favede to approve and authorize Commission President Ginny Favede to execute the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor's Victim Witness Assistance Program in the amount of \$500.00 for training reimbursement as follows:

Grant No.: 2011VAGENE951
Grant Period: October 1, 2010 through September 30, 2013
Upon roll call the vote was as follows:

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

DISCUSSION HELD RE - DJFS TRANSPORTATION AGREEMENTS: Mrs. Favede explained the necessity of continuing to increase the Title XIX transportation agreements. There are limited drug treatment centers in Ohio. We have been transporting out local clients to the closest facility, which is in Youngstown. There are clients through DJFS that are required to go to drug treatment centers and DJFS is required to provide the transportation. They do that via these contracts through the following vendors: Barnesville Taxi, Martins Ferry EMS, Neffs Fire Dept., and NCR Foundation.

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE AGREEMENT WITH DR. GEORGE L. CHOLAK, M.D., MEDICAL DIRECTOR FOR THE BELMONT CO. JAIL

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a renewal of the agreement with Dr. George L. Cholak, M.D., Medical Director for the Belmont County Jail, in the amount of \$18,000.00 per year effective June 20, 2013.

AGREEMENT

MEDICAL DIRECTOR OF THE BELMONT COUNTY JAIL

WHEREAS, the Belmont County Board of Commissioners, hereinafter referred to as Commissioners, are desirous of contracting services for the services of Medical Director of the Belmont County Jail; and

WHEREAS, George L. Cholak, M.D., hereinafter referred to as Medical Director and individually as Dr. Cholak, is desirous of providing said services:

NOW, THEREFORE IT IS HEREIN AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS,

- 1) Dr. Cholak will provide professional services to Belmont County, Ohio, as Medical Director of the Belmont County Jail. In such capacity, Dr. Cholak will be an independent contractor and not an employee of Belmont County, for all purposes, including, without limitation, workers compensation, unemployment compensation, PERS, medical benefits, vacation, sick leave, and any and all other programs which are part of the benefit package of employees of Belmont County.
- 2) Medical Director shall abide by the rules set forth by the Sheriff, which shall be mutually agreed upon before the effective date of this agreement.
- 3) Commissioners shall pay the Medical Director the sum of \$18,000.00 per annum. Payments will be made monthly, in an amount totaling \$1500.00 per month, upon receipt of a bill. Any increase shall be negotiated at the end of each twelve (12) month period during the life of the contract.
- 4) The term of this agreement shall be one year commencing June 20, 2013. This agreement will automatically renew for an additional one year unless either party gives a written notice by certified mail sixty days in advance.

- 5) Belmont County shall be responsible for providing malpractice insurance with a minimum occurrence limit of one million dollars (1,000,000.00) for the Medical Director's service within the jail facility.
- 6) The Medical Director shall be available to perform medical services at the Belmont County Jail two (2) days per week at a time mutually agreeable between the Medical Director and the Sheriff, or as otherwise directed by Ohio Standards, or when needed by the Belmont County Jail Nursing Staff.
- 7) The Medical Director or his designee agrees to be available on a twenty-four (24) hour basis.
- 8) The Sheriff will provide a full time guard on duty and with the Medical Director while medical services are being performed at the Belmont County Jail.
- 9) It is understood and agreed that the Medical Director is the attending physician for all inmates. Should an inmate desire his/her own private physician, the Medical Director must deem the requested care necessary and advisable, and the inmate must pay his/her private physician's bill. A Medical Waiver Form shall be completed for such treatment.
- 10) Inmates who require hospitalization shall be admitted to the hospital designated by the Medical Director, Sheriff, or Jail Administrator and only Dr. Cholak or his designee shall be designated as the attending physician. In the event the Medical Director determines that consultation or medical services need be rendered by a physician other than the Medical Director, said consultation or services shall be at the Medical Director's sole discretion and the expense thereof shall be borne by Belmont County.
- 11) In the event that Dr. Cholak cannot perform the services of Medical Director, he may appoint a temporary jail physician from a list of physicians mutually agreeable to the Sheriff, Jail Administrator and the Medical Director. The Medical Director will ensure such substitute will perform contractual responsibilities at no additional cost to Belmont County.
- 12) The Medical Director will further provide a review of medical care procedures as follows:
 - a. Description of any health environmental factor(s), which are substandard.
 - b. Changes implemented since the last reporting period.
 - c. Recommended changes.
- 13) The Medical Director will review all reports submitted from the State Department of Human Resources and Institutional Health Units, and will assist the Sheriff's office in making any corrections deemed necessary to medical care.
- 14) Health appraisals will be scheduled on the regular weekly visits to the jail by responsible Medical Director. These appraisals shall be completed for each inmate whose stay exceeds ten (10) days on or before the fourteenth (14) day.
- 15) The Medical Director or nursing staff will review the completed receiving, screening and health history records, take BP's, perform the standardized physical examinations, etc. Lab tests to detect communicable diseases will be performed only if deemed appropriate by medical staff.
- 16) The Medical Director will respond to requests for medical care made by the Sheriff's office via telephone or other various telecommunications and will instruct the on duty nurse to refer the inmate as follows:
 - a. To the doctor's office for treatment.
 - b. To the designated hospital emergency room for immediate treatment.
 - c. To the regularly scheduled sick call visit by the respective physician.
 - d. Any other instructions by the responsible physician.
- 17) The Medical Director will assist the Sheriff's office in meeting its duties to inmates as stated in the National Commission on Correctional Health Care "Standards for Health Services in Jail." The Medical Director will also assist in meeting such duties imposed by federal and state laws and regulations.
- 18) The Medical Director will assist the Sheriff's office in developing and implementing policies that will assure high quality medical and nursing care. The Medical Director will also prepare specific policies and procedures concerning the following:
 - a. Emergency treatment of inmates.
 - b. Prescriptive medicine.
 - c. Special Diets.
- 19) The Medical Director shall establish and supervise the maintenance of a listing of both prescription and non-prescription medications and supplies which are permitted for use in the facility. Any limitations on their use must be specified.
- 20) Either party may cancel this agreement by giving written notice by certified mail sixty (60) days in advance of said cancellation.
- 21) The Medical Director acknowledges and agrees that he has read and received this contract and that the medical policy contained herein is in compliance with the medical standards for full service jails found in the Minimum Standards for all Ohio Jails.

This agreement signed and executed at St. Clairsville, Belmont County, Ohio, this 22nd day of May, 2013

George L. Cholak /s/
George L. Cholak, M.D.
Medical Director

Belmont County Commissioners:
Ginny Favede /s/
Ginny Favede, President

Approved as to form:
Chris Berhalter /s/
Belmont County Prosecutor
APPROVED AND ACKNOWLEDGED

Matt Coffland, Vice-President
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

I do hereby acknowledge and approve the contents hereof.

David Lucas /s/
David Lucas, Sheriff of Belmont County, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING JAMES KACSMAR AS THE BELMONT CO. REPRESENTATIVE TO THE OHIO MID-EASTERN GOVERNMENTS ASSOCIATION (OMEGA) REVOLVING LOAN FUND COMMITTEE

Motion made by Mrs. Favede, seconded by Mr. Probst to re-appoint Mr. James Kacsmar as the Belmont County representative to the Ohio Mid-Eastern Governments Association (OMEGA) Revolving Loan Fund Committee for a three-year term effective September 1, 2013 through August 31, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING MARIAN JANE MARTIN AS THE LAYPERSON REPRESENTATIVE TO THE BELMONT CO. 911 BOARD

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Marian Jane Martin as the Layperson representative to the Belmont County 911 Board to fill the unexpired term of Mr. Ed Gorence, effective immediately through December 31, 2014.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Clarence Briggs asked to see financial statements for the Senior Program regarding reimbursement for transportation costs. Mr. Probst said we would have to check with Vince Gianangeli (DJFS Fiscal director) for that information and would do so as soon as they can break. Mr. Briggs said it has been eight months since they were promised a new kitchen and he never sees any movement on this. Mrs. Favede replied as follows: “In our defense, Mr. Briggs, within the past month we actually moved the money into the line items in order to start that process. We have a line item with funding specifically earmarked for a new senior center/kitchen facility/office facilities/transportation services out of the existing building. It is a very long, drawn out process. People complain about how slow government is and I am right there too. The processes are the processes, so we have set aside the money. The next process is for the determination to be made; is it going to be built on the property that is behind the Oakview Residential Center and in front of our Oakview Building that currently houses the kitchen. There is a piece of property there. The second option is the Hab Center to be razed and built there. In order to determine that we have to make some assessments of water and sewer, electricity and costs associated with each of those prospective potential locations. Once we determine a location, then we will have the process of an architect. In order to hire an architect, we have to do RFQ’s (Request For Qualifications). We will do that as a formal motion here on the floor. We’ll send out a notice saying that we are collecting RFQ’s and we will have a period of 30 days that they will have to submit their resume, if you will, as an architect. After that period closes then it will become the responsibility of the Commission to sit down and to choose the best and most qualified architect. At that point something will be designed. We will have some conversations with the seniors as well as the staff. We met with Tina Burkhart last week, who runs the kitchen. I have made it very clear to her that she was going to be an integral part of that because that is what she does; she runs the kitchen and she is going to know best what needs to be where. Also, we have to determine whether or not the St. Clairsville Senior Center is going to be a part of that existing building or not. Once we have a design and we have settled on that, then we have the next process, and there are a lot of processes; they all come with a lot of time involved, we will bid out the project. Then we will look for the best and most qualified contractor according to our bid criteria.”

Mr. Briggs stated the last time you were at the center we agreed to take a van of seniors around and look at these various locations because part of it is going to be their senior center and to see if the seniors of St. Clairsville would be satisfied with these locations. You were going to get input from them. Mrs. Favede said, “We will do that. Now that the weather has turned, I think it’s a nice opportunity to do that.” She reiterated the process is in place and noted, “We have also made some movement on the Flushing Senior Center. We are working on purchasing some property. We’ve also set aside some money for that particular project as well as separate money for a free standing Senior Center for St. Clairsville, if that is the direction that we choose.” Mr. Briggs said, “We still have got to find a director for the Senior Services that is supposed to help oversee this.” Mrs. Favede said, “After the 31st, the window will close for applying for that position and at that point we can begin reviewing the applications and, hopefully, hire someone that will work fulltime.”

Johnny Waugh advised of a problem in Blainesville with a lot of activity on Co. Rd. 10 and a lot of out of state cars speeding. There are 5 to 6 kids under the age of 10 and one almost got hit. He asked if the county ever puts up signs that say “Slow Down, Children at Play.” Or can they take it on their own as citizens to stop these people. Deputy Engineer Mike Wahl stated the following : “There are no “Slow Children at Play” signs in the Ohio Manual of Uniform Traffic Control Devices. There are no “Hidden Entrance” signs. As a part of the federal grant received a year and a half ago to replace all of those signs, we were required to take all those signs down that existed. We will not replace them and will not put new ones up. They aren’t in the code. They aren’t allowed. Should you decide to erect something on your own, you have to put it behind the right-of-way. You can check with the Engineer’s Office next door and they can tell you what the right-of-way width is. To be honest, the kids aren’t supposed to be in the road; the road is for traffic. In my opinion, those signs give the kids and the parents a false sense of security. And in my opinion, people don’t pay any attention to those signs.” Mr. Waugh said there are problems at the bus stop. Mr. Wahl said the buses have flashing lights and if someone blows past them, it is a law enforcement issue. Mrs. Favede asked if a “deaf child” sign is permissible. Mr. Wahl said he would have to check on that. There is a speeding problem in Barton. Mrs. Favede said the trustees support placing the sign and if the law allows it, she would like that taken care of.

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 13-1 FURNISHING AND APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL ON VARIOUS COUNTY HIGHWAYS

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for Engineer’s Project 13-1 Furnishing and Applying Liquid Bituminous Material for dust control on various county highways, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Lash Paving, Inc. P.O. Box 296 Colerain, OH 43916 Engineer’s Estimate: \$200,475.00	X	\$ 199,880.00

Present for the bid opening were Engineer Fred Bennett, Deputy Engineer Mike Wahl, Rick Oberdick of Lash Paving, Robert DeFrank of The Times-Leader and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mrs. Favede to turn over all bids received for the Belmont County Engineer’s Project 13-1 Furnishing and Applying Liquid Bituminous Material for dust control on various county highways to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Richard Hord asked if a very detailed report could be prepared and provided on the Senior Program. Mr. Hord asked if the work was completed on the former Sheriff’s residence. Mrs. Favede replied that work has just resumed to finish the second floor. There is no estimated completion date. Mr. Hord questioned the Summer Youth Program being run through the Community Action Commission. It was his suggestion to utilize laid off workers from DJFS to administer the program. Mr. Hord was advised the Summer Youth Program is required to be administered through the CAC. This program provides summer employment for youth ages 14-24 at 200% poverty level.

Resident Geary Battistelli presented to the board his ideas and an outline of a revised Reduced Road & Bridge Fund Proposal. He advised has had conversations with Engineer Fred Bennett and Auditor Andy Sutak. Mr. Bennett was hoping to acquire approximately \$500,000.00 as a

result of two \$5.00 license plate fee increases. Mr. Battistelli stated he has looked into where funds could be acquired from to balance the burden on the taxpayer as against the need to address the deterioration, particularly of the roads which would create hazards. He proposes creating a part-permanent, part-temporary fund and to earmark those monies in a non-discretionary way to see how we could possibly reach the amount of money that Mr. Bennett is looking for, keeping in mind that the taxpayers have to shoulder part of this. He also proposes giving the Engineer one (1) \$5.00 increment. If this nets \$250,000.00, that money could be put into a non-discretionary fund and earmarked and controlled by the Commissioners that would be designated for the most deteriorated roads.

The second issue that Mr. Battistelli looked at was the Port Authority. He said two years ago he felt the board was trying to deactivate the Port Authority and the Community Improvement Corp. His thought was that we needed the Port Authority, but had no way to fund it. He stated the new Port Authority in Jefferson County as well as a few others in other counties in Ohio are funded by the hotel/motel tax. He asked if the hotel/motel tax monies could be transferred to support the Port Authority. He believes there is a direct relationship between that tax and economic development. Mr. Probst stated he didn't know if the monies that are already budgeted for Tourism had \$95,000.00 available to do what he suggested, but it could be looked into later. Mr. Battistelli is looking for ways the Port Authority can create their own money. He also would like to start a bus route to the Mall and bus service in Barnesville. Mr. Probst agreed they want to come to a resolution to help Mr. Bennett. In speaking with Port Authority Director Larry Merry, there is an oil and gas company looking to lease property in Barnesville. That is going to be quite a bit of bonus money that the Port Authority should receive. Mr. Probst has asked Mr. Merry, when this money comes in for him and his board to think about creating a revolving loan fund to loan some monies out and generate some monies coming back on a lower interest rate. We are thinking the same way, but it is going to take a little time to get there.

Mr. Battistelli spoke of the 144 acres of county land at the old Children's Home. Mr. Probst corrected to state the amount was 96 acres. Mr. Battistelli said there are 144 county-owned acres that are leasable. Mrs. Favade advised we have a lease agreement on that particular property (Children's Home) and is in the hands of our Prosecutor now. We have been working on it for weeks on end and we are very close to having a deal on that particular piece of property. Mr. Battistelli said Belmont County is predominately "tap and cap" areas. He said that means there is not present infrastructure with the pipeline in place to be able to draw gas. He said they are going to take your liquid rich areas, tap them, and like what is done in Carroll County, for every well they drill they are capping two other ones. He further state, "You are in an extremely speculative industry." He says he is trying to plug the holes for Mr. Bennett. If the 144 acres is leased at \$5,000 per acre, he wants to see one-third of bonus monies committed to the roads and bridges. He said Belmont County has the 5th worst rated roads in the State of Ohio.

Mr. Battistelli's last remarks concerned the I-70/Mall Road Interchange has been going on for seven years now, with no review planned for another two years, and he knows how slow highway development is. There is almost \$2 million in the interchange program that could be utilized towards assisting on bridges and roads. He is asking that monies be taken from that project to fix the roads and bridges.

Mrs. Favade clarified that Tourism money is protected under the Ohio Revised Code and it specifically states that we are only a pass through. That money by law has to go the Tourism Board of Directors. Their budget is set and within their budget, they have their employees, utility costs, and in addition to that, they do take on the responsibility of seeing that the Carnes Center is funded. They help with utilities as well as they pay for the salary of the Manager, under the understanding that they truly felt that the Carnes Center is tourism as well as economic development by allowing different functions to come into that. Mrs. Favade said, "I would be remiss if I didn't mention that we've actually had meetings with the Tourism Board, including Auditor Sutak, in regards to them committing money, not necessarily to the Port Authority, but more importantly to the sewer project at the Belmont County Fairgrounds over a period of time. I am not talking about a small amount of money; I am talking about a very large sum of money. Their monies are pretty much tied up for about 10 years." Mrs. Favade also noted that Tourism distributes grant monies, (this year was almost \$80,000.00) throughout Belmont County. If this money was given to the Port Authority, it would hurt all of the small communities who rely on those grants.

In regard to the road issues, Mrs. Favade stated when we made the decision not to support the increase in tax, we made a commitment to Mr. Bennett that we would look at other options. It was a response to the people and the outcry that they did not want to be taxed and so it is on this board to go back and review everything that we have in order to find the money in order to have the roads done properly. Mrs. Favade concluded by making the following statements: She is aware of the Interchange and she can say at a minimum it is absolutely another year away and another year away for that Mall Road Project to go to a funding application and at that point decide whether or not they would even give the remaining amount of money to that particular project. That particular pot of money is certainly on the table because our responsibility is to the safety of the residents and Mr. Bennett knows that when we tell him we are going to do something, that we will do it.

St. Clairsville Police Officer T. J. Stewart addressed the board regarding the old tornado siren located on the top of the courthouse. He reported that Mrs. Favade, who was with the City at the time, tried unsuccessfully several years ago to have it removed and repaired. What they opted to do at that time was the City went in with the Cumberland Trail Fire Department and purchased a new tornado siren, and it is positioned directly in back of the courthouse. They have discovered since then that because of the terrain of Belmont County, it doesn't travel as far as it necessarily should. We are once again trying to find a way to go to the top of the courthouse and retrieve this. T.J. has a gentleman who is willing to repair it. He can even rebuild it to new federal standards. Mr. Probst asked if the Martins Ferry Fire Ladder truck could reach it. Is it over 100 feet? Mr. Stewart said it is not over 100 feet. He said the maximum weight of the siren is about 400 lbs., and any fire department ladder truck should be able to handle that without a problem. He is not sure if Martins Ferry would be willing to back onto the sidewalks. Mr. Stewart thinks we are about the only community without a tornado warning system right now. We have a small one now that is highly insufficient. It will service the downtown area and that is it. The one on the roof stretches for up to 10 miles in every direction. The gentleman willing to repair it is a Wheeling firefighter that used to belong to a fire station here. He has taken the liberty of getting the parts from surplus at very little to no cost. Mr. Probst said we will talk to Fire Chief Regis and see. Mrs. Favade said if that is not an option, United has a crane that she noticed they were utilizing for the Presbyterian Church, that she thought we could rent perhaps through Emergency Management Agency (EMA) because it falls back into that category. Mr. Stewart concluded by stating this is not something that is a knee-jerk reaction (re: the Oklahoma tornados of a few days ago); they have been working for a couple of years on this. It is not easy to take something of this size and get it down.

DISCUSSION HELD - COURT ORDER FROM COUNTY COURT JUDGES RE: COURT EMPLOYEES AND WORKING HOURS

Commissioner Favade asked the Clerk to read for the record correspondence received from the County Court Judges. Mrs. Favade advised, "The first is in reference to a motion that we rescinded last week in regard to what constitutes a nepotism issue in one of our courts."

The Clerk read the following:

DOCKET AND JOURNAL ENTRY

(from Belmont County Eastern Court, received May 20, 2013)

Brianna Cottage will be starting on Monday, May 20, 2013 for summer help under the direction of Rosalee Ralston.

Signed by: John A. Vavra /s/

Judge John A. Vavra

Filed Belmont County Court, May 16, 2013, Eastern Division Court, Bellaire, OH.

Mr. Probst stated, "These are court orders that we received from the Judges. I mean I don't know if that was clear." Mrs. Favade said, "No, I don't think it was. It was a court order to hire the employee even though there was a concern that it's nepotism, and so, you know, we will address that and then secondly, the other correspondence Jayne for the record." She continued, "This is also a court order."

The Clerk proceeded to read the second court order:

JOURNAL ENTRY

Belmont County Court, Eastern, Northern, and Western Divisions are hereby declared a full time court at 80 hours per pay in conformity with the Belmont County Common Pleas Court, General, Probate, and Juvenile Divisions.

This order shall be effective with the pay period of June 1, 2013.

It is so ordered this 16th day of May, 2013

Signed: John A. Vavra /s/
John A. Vavra, Judge
Eastern Division Court
Frank A. Fregiato /s/
Frank A. Fregiato, Judge
Northern Division Court
Eric Costine /s/
Eric Costine, Judge
Western Division Court

DISCUSSION HELD: Mr. Probst said at this point he is a little unclear about the second court order on what the judges in the courts are saying at this point. He said the employees at the courts now are paid 35 hours every two weeks. The judges are requesting that all court employees in the three county courts, according to this, are to be paid an additional five (5) hours per week, another ten (10) hours per pay. Again, being unclear and not sure exactly what they are asking so we can answer to the taxpayers about why this increase is going to be taken out of our county's General Fund, which we did not prepare for, No. 1, and No. 2, I don't believe there's been any correspondence with the Commissioners' Office, (Mrs. Favade said, "None whatsoever.") from any of the three judges to sit down and talk about this. And I guess the other question I have is, can we schedule the judges in so the Commissioners can sit down and talk about this increase that's actually going to be a burden on the General Fund? That's the first thing and the second thing is, exactly what are the five hours going to accomplish? Are they going to work more hours in a day or are they still going to work eight (8) hours a day and be paid for their lunch or what does this mean? I need to ask the judges that. If they are working 8:30 to 4:30 now and those hours don't change, being paid 35 hours which is basically an unpaid lunch hour, does this mean that they are still going to work 8:30 to 4:30? Is this going to help the efficiency of the court? If so, we need to talk to the judges. I mean what are their plans for this? Again, the court order is unclear and we haven't even had time to sit down and calculate out how much this is going to cost the General Fund. Besides the additional five (5) hours a week for the number of employees the three (3) courts have, you know there are benefits tied to this too; increase in PERS costs and different things like that also; so that would be my suggestions that we get the judges in schedule them in to see exactly what they mean by the court order increasing ten (10) hours per pay, twenty (20) hours per month."

Frank Papini said, "I don't understand how a court order can affect wages, hours and working conditions. I mean I can just get a court order to have a raise then. How can these judges just arbitrarily say OK, I am going to issue a court order saying I am going to give them an extra \$30.00 an hour. It's our money that we are paying for this, you know, like you say, do you know anything about this? You don't know anything about it, so the court order to me is it's, it means nothing. Who are they to issue orders as far as how much we are supposed to spend, the public is supposed to spend on employees, you know. They are elected officials too. They ought to remember who they work for. OK, otherwise a court order is means nothing. I can get a court order to have a raise in my Social Security."

Mr. Probst said, "So if these courts need to use an additional five (5) hours a week for the efficiency of the court, I have no problem with that. But I don't know what hours they are going to work."

Frank Papini said, "But why issue an order saying I want money, but without telling you or telling us what do you want the money for? I mean let's justify, we in here talking about pinching pennies, you know, and these guys are issuing court orders saying let's just throw money away on our employees. That doesn't make sense."

Geary Battistelli said, "You are also putting yourself into an inconsistent position. In the environment where you recently had to cut back 5% or 5 hours at Job & Family Services with their pay being cut. For you now to turn around and authorize because a court wants to increase their pay, you're putting yourself in an inconsistent position by doing less and then turn around and doing exactly the opposite. You have to create a level playing,,,everybody needs to be treated equally. Ok, I am surprised there haven't been more cuts."

Mr. Probst said, "That's kind of my point. Before, the judges would come in and sit here and we would talk about this and come up with a plan. If he wanted to give his employee raises, we're going to sit and talk about it. That didn't happen, but the other thing is what happens in the last quarter of this year. The County Auditor only certifies so much money to the Commissioners to operate this county on and I think we do a pretty good job of that. So who suffers at the end of this year to be able to pay for this court order? We are not trying to take anything away from the employees; they do a great job."

Geary Battistelli said, "If you grant that increase, you're going to have a bunch of other people squawking."

Mr. Probst said, "Absolutely."

Mr. Battistelli said, "Well the reason why they are doing it now, is because they know the money is disappearing and they better go in and get it now or it's going to be gone. And it is going to be gone. The money is going to be gone. So they better go and get it now or they are not going to be able to get it. So why should the other people suffer as a result. They will be the only people getting an increase. It doesn't make any sense really."

Mr. Probst asked that the Judges be requested to come in and meet with the board for clarification.

Mrs. Favade said, "I think Mr. Battistelli has a point and it's something I am terribly guilty of, is trying to be fair and consistent. And it's a very difficult place to be put in when you are talking about an increase in that regard. As Mr. Probst said, there's a price tag for that and it's going to be a hefty price tag because it isn't just an hourly wage, it's the hourly plus all the benefits for that hour over a long period of time forever. And all the while as I said to you not five minutes ago, that we have been combing the books for the past solid two weeks so that we can accomplish a need which has safety attached to it which is fixing the roads without taxing the people more. It makes for a very difficult dichotomy because you know are trying to, we are always trying to do what is right because we represent the taxpayers and government doesn't have a tree that grows government dollars. All government money comes from the taxpayers and so we are responsible for being fair with that money and being consistent with that money and as well as hitting mandates that the state puts out and hitting our requirements and also addressing safety and paying for the public service which is provided by the employees and paying for their labor. So it is very difficult. It's very difficult to be trying to find money to take care of the roads because the people don't want to be taxed more. So we made a good decision and we're trying to do that and now when you are looking at money, someone else is trying to take it and it becomes very difficult."

Mr. Probst said, "I think everybody needs to understand the Commission is tasked with funding what they call statutory obligations. There are certain things under the law that the Commissioners have to fund in county government, that being the courts, the Sheriff's Dept., I can go on and on and on. But then there is also non-statutory funds that the Commissioners fund and really don't have to but we do because they are good programs, like OU Extension, the 4-H Programs, things like that. So those are the things that we have been trying to save. We have been trying to save those programs for years, and I think we've done a pretty good job of saving them, but when things like this happen, those are in jeopardy now. So you just don't know come the 4th quarter of this year, if the County Auditor does not certify more money to us to cover this, this court order, somebody has to be cut or layoffs have to occur because there is no more money. And a lot of departments in the county need to be commended because they stay within their budgets."

Mrs. Favade noted, "Auditor Sutak has still yet to replace himself when he was the Deputy Auditor. When he became the fulltime Auditor, he chose to do his job and the job he had previously and has continued to do so for the sake of saving money. So it's very difficult, but thank you Ms. Long for reading this very important correspondence for the public to be aware of."

Frank Papini said, "I think they should be aware of also that they are elected officials. We put them in office and they should have our best interests in office. Like you say, if there's no money, then why should they want to try to bleed us dry. That court order stuff is just their own personal tool, and I think they are abusing it. That's my opinion."

OPEN PUBLIC FORUM - George Miller brought his concerns to the board regarding a neighbor creating a water problem on his property. His road and a township road are getting washed out. This is on Trough Run Road. A former stone plant there put limestone on the road which has turned to mush. There is no ditch. Steel posts have been put in that keeps the township from mowing. Three fences have now been put up which changed the road from straight to having to make a turn. They changed the way the water comes off and now it comes down the lane and it freezes in the winter across the road. Mr. Miller also reported that FEMA bought a piece of property on Trough Run and it is being used as a dump. He asked if it is true someone bought the property. Mr. Probst stated usually when FEMA does a buyout program; it stays with the governmental entity. They can't sell the property. They can lease it. Mr. Miller said FEMA and creek cleaning crews have not been allowed on the property to clean it out. They have been told they have to do it from the creek and are not allowed on the land. He would like someone to come out and look at it. Mr. Miller said Pultney Township Trustee Frank Shaffer knows about it and Mr. Shaffer was told by the Prosecutor that he could not do anything. Mr. Shaffer was present and said he and other trustees have spoken with the Prosecutor's Office about removing and sending letters. Mr. Probst said it's the law that you can't divert water onto someone else. Mr. Shaffer said the limestone plant is what caused the water diversion. Mr. Shaffer said part of the problem is the ditch along the road is solid rock. The road is lower than the sides. It was decided that Mr. Probst, Mr. Shaffer and Mr. Miller will go view the site.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:30 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:50 A.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE HIRING OF NICOLE STEWART AS A BILLING CLERK FOR THE BELMONT CO. SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the hiring of Ms. Nicole Stewart as a Billing Clerk for the Belmont County Sanitary Sewer District effective June 3, 2013, based upon the recommendation of Mark Esposito, Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF KIMBERLY MILLS FOR THE ACCOUNTS PAYABLE POSITION AT THE BELMONT CO. SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the hiring of Ms. Kimberly Mills for the Accounts Payable position at the Belmont County Sanitary Sewer District effective June 3, 2013, based upon the recommendation of Mark Esposito, Director.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of May, 2013.

 _____ COUNTY COMMISSIONERS
Matt Coffland - Absent

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

 _____ PRESIDENT
 _____ CLERK