

St. Clairsville, Ohio

May 30, 2012

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

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

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

**"BILLS ALLOWED"**

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

| <u>Claim of</u>                        | <u>Purposes</u>   | <u>Amount</u> |
|--|---|---------------|
| A-Joseph Atkinson                      | Investigator Fee/General Fund                                   | 423.80        |
| A-Kalahari Resort & Conference Center  | OCPJA Summer Conference-Common Pleas/General Fund               | 462.00        |
| A-McGhee & Company                     | Supplies-Probate Court/General Fund                             | 3.49          |
| A-Ohio AFSCME Care Plan                | Dental & Drug Coverage/General Fund                             | 368.00        |
| A-Robert Wallace                       | Reimburse travel for Spring Conference-Veterans/General Fund    | 269.52        |
| A-Wheeling Office Supply               | Supplies-Prosecutor/General Fund                                | 135.27        |
| B-Crossroads                           | Court ordered counseling/Indigent Drivers Alcohol Fund          | 672.43        |
| B-Crossroads                           | Court ordered counseling/Indigent Drivers Alcohol Fund          | 144.36        |
| C-Pure Water Finance                   | Water-Probate Court/Mediation Fund/Probate Court                | 79.95         |
| E-EmergiTech                           | Registration fees for user conference/911 Fund                  | 400.00        |
| G-Belmont Co. Tourism Council, Inc.    | May operating expenses/Lodging Excise Tax Fund                  | 20,000.00     |
| K-Ohio-WV Excavating                   | BEL-10-19.13 Bridge Replacement Project/Engineer MVGT Fund      | 77,915.05     |
| K-Staples Credit Plan                  | Supplies/Engineer MVGT Fund                                     | 200.46        |
| N-PNC Bank                             | Services/Neffs Sanitary Sewer Project Fund                      | 480.00        |
| P-Cintas Corp.                         | Supplies/BCSSD Funds  | 26.30         |
| P-EORWA                                | Services/SSD#2 Revenue Fund                                     | 348.40        |
| P-Foremost Safety Solutions            | Emergency Navigation System-EMA/State Homeland Security Grant   | 20,785.32     |
| P-ICISF, Inc.                          | Bi-annual dues-EMA/Critical Incident Stress Mngmnt. Fund        | 85.00         |
| P-Purifil, Inc.                        | Materials/SSD#2 Revenue Fund                                    | 1,212.00      |
| P-USA Bluebook                         | Materials/BCSSD Funds   | 1,275.32      |
| P-W.W. System #3                       | Purchased Water/WWS#2 Revenue Fund                              | 39,169.87     |
| S-Cardmember Service                   | Food & supplies/Oakview Juvenile Residential Center Fund        | 209.82        |
| S-Donna Cottage                        | Reimburse travel/Northern Ct. General Special Projects Fund     | 231.24        |
| S-Glynis Valenti                       | Professional services/Port Authority Fund                       | 600.00        |
| S-Hughes Xerographic                   | Printer fees/Port Authority Fund                                | 41.35         |
| S-Ohio Treasurer of State              | Refund of unspent grant funds for FY2011/Comm-Based Corrections | 1,866.71      |
| S-Phillips, Gardill, Kaiser & Altmeyer | Professional services/Port Authority Fund                       | 343.75        |
| S-Walmart Community/GEGRB              | Food & supplies/Oakview Juvenile Residential Center Fund        | 294.65        |
| W-Matthew Bender & Co.                 | Books/Law Library Fund  | 175.60        |
| W-Wolters Kluwer                       | Supplement/law Library Fund                                     | 311.00]       |

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 30, 2012 as follow:

| <b>FUND</b>                           | <b>AMOUNT</b>   |
|---------------------------------------|---|
| A-GENERAL                             | \$31,685.92   |
| A-GENERAL/Ambulance Contracts         | \$104,000.00  |
| A-GENERAL/AUDITOR                     | \$1,847.45  |
| A-GENERAL/EMA                         | \$483.20  |
| A-GENERAL/JUVENILE COURT              | \$1,373.85  |
| A-GENERAL/SHERIFF                     | \$2,408.64  |
| A-GENERAL/911                         | \$1,528.77  |
| B-Dog Kennel                          | \$1,668.23  |
| H-Job & Family, Public Assistance     | \$195.37; \$509.35  |
| H-Job & Family, WIA                   | \$6,875.22; \$56,339.06   |
| J-Real Estate Assessment              | \$218.20  |
| K-Engineer MVGT                       | \$11,198.12; \$8,586.00; \$359.37                                       |
| M-Juvenile Ct. – Placement Services   | \$13,596.00   |
| M-Juvenile Ct. – Title IV-E Reimb.    | \$212.81  |
| P-Oakview Admin. Bldg.                | \$601.80  |
| P-Sanitary Sewer District             | \$4,742.39; \$13,159.45; \$7,247.12; \$5,188.75; \$1,145.06; \$2,944.04 |
| S-District Detention Home             | \$3,197.27  |
| S-Job & Family, Children Services     | \$2,504.71  |
| S-Job & Family, Senior Program        | \$229.90; \$10,738.83   |
| S-Oakview Juvenile Residential Center | \$3,012.65  |
| S-Sheriff Commissary                  | \$72.00   |
| T-Sanitary Sewer District             | \$148.78  |
| U-Sheriff Reserve Account             | \$4,086.75  |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/RECORDER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

| <b>FROM</b>                            | <b>TO</b>                              | <b>AMOUNT</b> |
|--|--|---------------|
| E-0121 A006-B02.002 Salaries-Employees | E-0051-A001-A02.002 Salaries-Employees | \$ 500.00     |

*Note: Payment to Kathy Marino for Extended Hours in Recorder's Office on April 23, 2012 & May 5, 2012.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE MT. VICTORY BOND RETIREMENT FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Mt. Victory Bond Retirement Fund.

| <b>FROM</b>                       | <b>TO</b>                     | <b>AMOUNT</b> |
|-----------------------------------|-------------------------------|---------------|
| E-9311-O011-O04.055 Other Expense | E-9311-O011-O01.050 Principal | \$ 40,099.64  |

Upon roll call the vote was as follows:

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

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

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

| <b>FROM</b>                      | <b>TO</b>                          | <b>AMOUNT</b> |
|----------------------------------|------------------------------------|---------------|
| E-8010-S030-S53.000 Medical      | E-8010-S030-S56.000 Motor Vehicles | 500.00        |
| E-8010-S030-S67.004 Workers Comp | E-8010-S030-S58.000 Communication  | 1,000.00      |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT CO. SENIOR PROGRAMS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont Co. Senior Programs Fund.

| <b>FROM</b>                  | <b>TO</b>                      | <b>AMOUNT</b> |
|------------------------------|--------------------------------|---------------|
| E-5005-S070-S01.002 Salaries | E-5005-S070-S10.000 Facilities | \$ 100,000.00 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Comm-Based Corrections Act Grant Fund.

| <b>FROM</b>                  | <b>TO</b>                | <b>AMOUNT</b> |
|------------------------------|--------------------------|---------------|
| E-1520-S077-S01.002 Salaries | E-1520-S077-S03.003 PERS | \$ 51.11      |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE LAW LIBRARY RESOURCES FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Law Library Resources Fund.

| <b>FROM</b>                        | <b>TO</b>                        | <b>AMOUNT</b> |
|------------------------------------|----------------------------------|---------------|
| E-9720-W020-W06.000 Other Expenses | E-9720-W020-W04.004 Workers Comp | \$ 309.33     |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/ MEDIATION FUND/PROBATE COURT TO GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between funds from the Mediation Fund/Probate Court to General Fund.

| <b>FROM</b>                        | <b>TO</b>                        | <b>AMOUNT</b> |
|------------------------------------|----------------------------------|---------------|
| E-1654-C055-C02.000 Other Expenses | R-0040-A000-A47.574 Transfers In | \$ 3,000.00   |

*Note: This is to cover costs of Mediation Services provided by Amy Busic and Mickey Flanagan to the Probate Court.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE LAW LIBRARY RESOURCES FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

E-9720-W020-W06.000                      Other Expenses                      \$ 75,000.00

Upon roll call the vote was as follows:

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

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

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

**DJFS** – Linda Sadosky, Bruce Maguire and Senior Members to travel to Glendale, WV, on May 31, 2012, for a Martins Ferry Senior Center Outing. Estimated expenses: \$24.00

Sue Hines, Cheryl Forshey and Senior Members to travel to Letlmen’s Hardware and Woodsfield Rehab Center on June 22 and June 25, 2012, for Bethesda Senior Center Outings. Estimated expenses: \$48.00

Dwayne Pielech to travel to Mohican State Park on June 21-22, 2012, to attend PCSAO Summer Exec. Mem. Meeting. Estimated expenses: \$146.80

**JUVENILE COURT** – Kelly Carter, John Markus, Allison Long, Courtney Cook and TJ Ney to travel to Columbus, OH, on June 21-22, 2012, to attend Annual Line Staff Training.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 25, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A “TOWN HALL” MEETING IN MARTINS FERRY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold a “Town Hall” meeting on Thursday, June 14, 2012 at 6:00 p.m. at the Martins Ferry Veterans Memorial Recreation Center, 401 S. 4<sup>th</sup> St., Martins Ferry, OH 43935, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ESTABLISHING DATE AND TIME AND GIVE NOTICE OF THE PUBLIC HEARING ON THE BELMONT COUNTY BUDGET**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2013 pursuant to O.R.C. 5705.28.

**NOTICE OF PUBLIC HEARING**

**ON THE BELMONT COUNTY BUDGET**

Notice is hereby given that on the 27<sup>th</sup> day of June, 2012 at 11:00 o’clock A.M., a public hearing will be held on the Budget prepared by the<sup>1</sup> County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2008.

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

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

ADVERTISE TIMES LEADER, JUNE 11, 2012 (ONE MONDAY)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP./ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a *Roadway Use and Maintenance Agreement for Drilling Projects and Infrastructure* with Gulfport Energy Corporation for use of 1.25 miles of County Rd. 100 (McMillan Road) and Bridge BEL-KIR-712-3.75 for drilling activity at the Shugart Site.

*Note: The portion of CR 100 to be utilized by the Operator is that exclusive portion beginning at State Highway 40, south to Winding Hill Road.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Gulfport Energy Corporation, whose address is 14313 North May Ave., Suite 100, Oklahoma City, OK 73134 (Hereafter “Operator”), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use of 1.25 miles of CR 100 McMillan Road and Bridge BEL-KIR-712-3.75 for the purpose of ingress to and egress from the Shugart Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Shugart Site (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 100, to be utilized by Operator hereunder, is that exclusive portion beginning at State Hwy 40, south to Winding Hill Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 for any of its Drilling Activities hereunder.

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

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **\$100,000 DOLLARS**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.

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

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

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

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

15. This Agreement shall be in effect on May 17, 2012.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner/Trustee

**Operator**

By: Michael G. Moore /s/

|   |  |
|---|--|
| By: <u>Ginny Favede /s/</u><br>Commissioner/Trustee                               | Printed name: <u>Michael G. Moore</u>            |
| By: _____<br>Commissioner/Trustee   | Company Name: <u>Gulfport Energy Corporation</u> |
| By: <u>Fred F. Bennett /SO</u><br>County Engineer                                 | Title: <u>VP &amp; CFO</u>                       |
| Dated: <u>5/24/12</u>   | Dated: <u>5/21/2012</u>                          |
| Approved as to Form: <u>David K. Liberati, Assistant /s/</u><br>County Prosecutor |  |

**Appendix A**

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Drilling Activity.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF UTILITY LOCATION EQUIPMENT /NEFFS SANITARY SEWER PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of utility location equipment as part of the Neffs Sanitary Sewer project to assist in the location of waterlines within the project area; estimated cost is \$5000 to be paid from the Neffs Sanitary Sewer Project N27 Fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE REQUEST OF TOURISM FOR ADDITIONAL MONIES FROM LODGING TAX RECEIPTS TO COVER COSTS OF ADDING EXTENSIONS TO TWO BUILDINGS AT THE FAIRGROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request of the Belmont County Tourism Council to forward an additional \$50,000.00 from the lodging tax receipts to cover the cost of adding extensions to the two buildings at the Belmont County Fairgrounds that bear the Tourism Council's name.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSALS FROM FLAG FLOORS/BELMONT CO. HEALTH DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposals from Flag Floors of Barnesville in the total amount of \$8,491.00 for removal and replacement of the carpeting, wall base and transitions at the Belmont County Health Department as follows:

\$5,653-Reception and Office area  
\$2,838.00-Lead Room Area and Office

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Richard Hord asked for information on the old annex building on State Route 331. Mrs. Favede advised the building has been condemned. It is beyond repair. The board had looked into seeing if it could be gifted to Belmont College for the Preservation Department, but the extent of the cost of renovations far exceed the ability to have it done. Mr. Coffland said the early estimate on the cost to raze the building was around \$180,000.00. Mr. Hord also inquired about the Belmont County Industrial Park. Mrs. Favede said the money is in place to run the waterline to the park. They chose to have wireless run to the park through Connect Ohio. Hopefully, both will be in place by next year. Mr. Hord was also directed to speak with Port Authority Director Larry Merry.

Mike Bianconi voiced his strong opposition to the boards' decision to sell the former Hab Center. He would prefer that it be torn down and a multi-story building be constructed to move various county offices into. Mrs. Favede noted appreciation for his feelings and comments. Measures have been taken to transfer the property to the Port Authority and the process for the building to have new ownership is already underway. This is for the benefit of economic development for the county. Mrs. Favede said this particular property is better suited to provide jobs and economic development. Mr. Coffland advised when this building had been put up for sale with only one offer made; it was way under the estimated value. It has been sitting empty now for about five (5) years. The present offer will work out good for the county. Mr. Bianconi felt this building would be better used for county offices to eliminate rent payments. Mr. Coffland advised that in 2009 the county started spending less on rent than since 1995. He said the current board has been trying to get out of renting buildings and are down to one building.

**11:00 Dwayne Pielech, Director, BCDJFS and Gary Obloy, Director, Belmont County Community Action Commission  
Re: TANF Summer Youth Contract**

Mr. Pielech reported the program received their allocation from ODJFS in the amount of \$209,000.00. They will again partner with the Community Action Commission. This money will allow them to operate for approximately 10 weeks, 35 hours a week for the students, ages 16-24. It is an income based program as the allocation is from TANF funds. Their goal is to have the kids in the community on June 11. Mr. Obloy said they are looking to hire 55-60 kids. They are in the process of contacting potential work sites and communities. Kathy Klee of the Connections office can be contact at 633-5627 for information on the program. DJFS does the eligibility determinations.

**IN THE MATTER OF APPROVING CONTRACT WITH COMMUNITY ACTION COMMISSION (CAC) ON BEHALF OF BCDJFS FOR THE SUMMER EMPLOYMENT PROGRAM FOR YOUTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract with the Belmont County Community Action Commission, on behalf of the Belmont County Department of Job and Family Services, for the **Summer Employment Program for Youth** effective May 30, 2012 through August 31, 2012 in an amount not to exceed \$209,284.03; this program is funded by Temporary Assistance for Needy Families (TANF) funds and administered through Prevention, Retention and Contingency (PRC) Programs.

**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 30, 2012 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.

**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 30, 2012 through August 31, 2012 inclusive, unless otherwise terminated. The only costs that may be charged to the TANF allocation under this agreement between May 30, 2012 and May 31, 2012 are costs associated with the recruitment of employers and youth participants. Costs for administration, youth wages, supervision and other ancillary costs can be charged effective June 1, 2012.

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.

**D. COST AND DELIVERY OF PURCHASED SERVICES:** Billings under this contract shall be for actual costs incurred from, May 30, 2012 through August 31, 2012, and shall not exceed \$209,284.03. 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 \$209,284.03. Any cost overruns shall be the sole responsibility of the provider.

**E. SERVICE DESCRIPTION:**

**Eligibility:**

Eligibility will be completed by BCDJFS. Eligibility will be based on the Belmont County Prevention, Retention and Contingency Plan with income of the assistance group limited to 200% of Federal Poverty Level.

**Reporting:**

The Provider of services is required to submit, by month, data necessary to track the outcomes for the youth participants in the program. Reporting will be done by the Provider via the Internet at [Program\\_Policy@jfs.ohio.gov](mailto:Program_Policy@jfs.ohio.gov). This reporting tool is due on the 5<sup>th</sup> of each month to the Office of Family Assistance.

In addition to the monthly reporting tool, the Provider will be responsible for completing a pre and post evaluation of the youth. These forms may be mailed, faxed or emailed to the Office of Family Assistance. The pre evaluation form must be completed by the second week of employment. The post evaluation form should be completed at the end of the employment or program, whichever comes first. Evaluations may be all sent together at the end of the program. All evaluations are due to the Office of Family Assistance by Friday, September 14, 2012.

**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 \$7.70) 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.

The youth will be given Summer Work Experience up to 40 hours per week for a period of weeks between June 18, 2012 and August 31, 2012. 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 \$7.70 per hour. Fringes will consist of FICA and Workers Compensation.

**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, and name of employer. 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, 2012 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](http://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<br>Job & Family Services | Belmont County Community Action<br>Commission |
| <u>Dwayne Pielech /s/</u> <u>5-30-12</u>                  | <u>Gary Obloy /s/</u> <u>5/30/12</u>          |
| Dwayne Pielech, Director      Date                        | Gary Obloy, Director      Date                |

**APPROVED AS TO FORM:**

|                                    |                |
|------------------------------------|----------------|
| <u>David K. Liberati /s/</u> _____ | <u>5-31-12</u> |
| Office of the Prosecuting Attorney | Date           |

**BELMONT COUNTY BOARD OF COMMISSIONERS**

|                                |                |
|--------------------------------|----------------|
| <u>Matt Coffland /s/</u> _____ | <u>5/30/12</u> |
| Matt Coffland, Commissioner    | Date           |
| <u>Ginny Favede /s/</u> _____  | <u>5/30/12</u> |
| Ginny Favede, Commissioner     | Date           |

|                                  |       |
|----------------------------------|-------|
| _____                            | _____ |
| Charles R. Probst Jr., President | Date  |

Upon roll call the vote was as follows:

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

DISCUSSION HELD: Mr. Pielech said applicants selected must meet TANF guidelines. Hope to fill 50-60 slots but noted the interest of students is declining. Mr. Obloy said they may have a waiting list if there are more applicants than positions available. Mr. Obloy advised they are continuing the summer food program and will feed kids at 4 sites (2 in Martins Ferry, 1 in Bridgeport, 1 in Bellaire) and 90 meals a day are anticipated through mid-August. This program is advertised through the schools. Mr. Hord noted the summer youth program has been very successful for 40 years and is a good foundation that helps a lot of people.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:23 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:23 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 6th day of June, 2012.

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

Charles R. Probst, Jr., Absent

We, Ginny Favede and Jayne Long, Vice-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.

\_\_\_\_\_ VICE-PRESIDENT

\_\_\_\_\_ CLERK