

St. Clairsville, Ohio

May 9, 2012

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Draft-Co, Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Treasurer of State of Ohio	Audit Fees/General Fund	18,673.80
E-Shawn Yost	Reimburse food for EMD training/911	290.20
S-AMCJO, Inc.	2012 Judges Dues/Eastern Ct. General Special Projects Fund	110.00
S-Jeter Systems	Folders/Eastern Div. Court Computer Fund	1,412.34
S-TSG	Supplies/Eastern Div. Court Computer Fund	384.22
S-Val-U-Check Business Products	Time stamp repair/Clerk of Courts Computer Fund	89.00
W-Matthew Bender & Co.	Books/Law Library Fund	1,801.25
Y-Bridgeport, Village of	Patching Various Streets/County Motor Vehicle License Tax	1,711.50

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 9, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$132.84; \$31,477.23; \$115,592.92; \$8,448.41; \$1,010.50
A-GENERAL/AUDITOR	\$1,734.40
A-GENERAL/CLERK OF COURTS	\$136.20
A-GENERAL/EMA	\$1,887.76
A-GENERAL/JUVENILE COURT	\$1,889.30
A-GENERAL/911	\$4,339.59
H-Job & Family, CSEA	\$2,096.55
H-Job & Family, Public Assistance	\$600.00; \$36,897.86; \$17,067.87; \$600.00
H-Job & Family, WIA	\$46,039.55; \$4,718.92
J-Real Estate Assessment	\$26,495.34
K-Engineer MVGT	\$70,167.86
M-Juvenile Ct. – Intake Coordinator	\$423.90
M-Juvenile Ct. – Title IV-E Reimb.	\$1,197.77
M-Juvenile Ct. – Truant Officer	\$75.15
S-Certificate of Title Adm. Fund	\$453.48
S-Job & Family, Children Services	\$27,901.28; \$28,187.08; \$226,638.13
S-Job & Family, Senior Program	\$42,193.55
S-Juvenile Ct. Computer Fund	\$106.95
S-Juvenile Ct. General Special Projects	\$1,633.00
S-Oakview Juvenile Residential Center	\$6,287.00
S-Sheriff Commissary	\$113.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE BCDJFS PUBLIC ASSISTANCE FUND

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

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	E-2510-H000-H07.000 Purchase of Service	\$ 200,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salaries	E-5005-S070-S05.011 Contracts	\$ 100,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE GENERAL FUND AND THE SOIL CONSERVATION FUND L01

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the general fund and the Soil Conservation Fund L01.

FROM	TO	AMOUNT
E-0051-A001-A32.000 Soil Conservation/Gen (Annual allocation)	R-1810-L001-L08.574 Transfers	\$75,200.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ BELMONT COUNTY SHERIFF DEPT.

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds for the Belmont County Sheriff Dept.

DRUG TASK FORCE GRANT

TRANSFER FUNDS FROM:

ACCOUNT		AMOUNT
E-1704-P088-P06.000	Other Costs	\$ 1,087.49
E-1704-P088-P01.501	Confidential Informants	\$ 750.00
TOTAL		\$ 1,837.49

TRANSFER FUNDS TO:

ACCOUNT		AMOUNT
E-9710-U010-U05.012	Reserve Fund Equipment	\$ 1,087.49
E-0131-A006-A16.000	Other Expenses	\$ 750.00
TOTAL		\$ 1,837.49

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the months of March and April 2012.

MARCH

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	418.75
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	148.50
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	22.77
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>51.00</u>
TOTAL		641.02

APRIL

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	271.58
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	294.19
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD#1 03004003 Transfers In	100.50
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	37.94
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>217.80</u>
TOTAL		922.01

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE B000 BELMONT COUNTY DOG AND KENNEL FUND

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

E-1611-B000-B01.002 Auditor's Clerk Hire & Supply	\$ 0	
E-1600-B000-B02.002 Salaries-Employees	\$ 32,000.00	
E-1600-B000-B03.010 Supplies	\$ 2,400.00	
E-1600-B000-B06.000 Claims, Witness Fees	\$ 0	
E-1600-B000-B07.000 Veterinary Services	\$ 20,000.00	
E-1600-B000-B08.003 PERS	\$ 6,000.00	
E-1600-B000-B09.004 Workers Comp	\$ 0	
E-1600-B000-B10.005 Medicare	\$ 600.00	
E-1600-B000-B13.006 Hospitalization	\$ 12,000.00	
E-1600-B000-B11.000 Other Expenses	<u>\$ 12,000.00</u>	
TOTAL:		\$ 85,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE JUVENILE COURT ALTERNATIVE SCHOOL FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

M-67-ALTERNATIVE SCHOOL

FUND	AMOUNT
M67	
Salaries	
E-0400-M067-M01.002	\$6,000.00
PERS	
E-0400-M067-M02.003	\$2,000.00
Insurances	
E-0400-M067-M05.008	\$2,911.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE WWS #3 P-05**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
ENTERPRISE FUNDS

P-05 WWS #3 FUND	
E-3702-P005-P21.000	1,245.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE P88 DRUG TASK FORCE GRANT/SHERIFF**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

DRUG TASK FORCE GRANT

E-1704-P088-P06.000	Other Costs	1,087.49
E-1704-P088-P01.501	Confidential Informants	<u>750.00</u>
TOTAL		1,837.49

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND/
N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

OAKVIEW JUVENILE REHAB S030

E-8010-S030-S63.000	General	96.71
E-8010-S030-S72.000	Capital Repairs	1,909.09

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	15.00
E-8011-S031-S02.000	Food (NSLA)	1,948.58

ACTIVITY FUND S032

E-8012-S032-S00.000	Activity Fund	337.84
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
SPECIAL REVENUE FUNDS

S-33 DISTRICT DETENTION HOME	
E-0910-S033-S35.000 PO CLOSED	18.51
E-0910-S033-S37.000 PO CLOSED	35.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

FUND	AMOUNT
E-1589-S096-S11.012 Equipment	\$3,076.00
E-0400-M062-M01.000 Intake Coordinator Expenses	\$1,515.00
E-0400-M075-M01.000 Other Expenses	\$1,440.00
E-0400-M064-M05.000 Placement Costs	\$20,386.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE NORTHERN DIVISION CT-COMPUTER FUND S-83**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 9, 2012.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED
SPECIAL REVENUE FUNDS***

S-83 NORTHERN DIVISION CT-COMPUTER FUND

E-1560-S083-S06.000 PO CLOSED	2,252.13
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Upon roll call the vote was as follows:

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

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

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

ENGINEER – Don Pickenpaugh, GIS Director, to travel to Columbus, OH, on June 19, 2012, to attend the CEAO 2012 Ohio Land Records Modernization Conference & Trade Show. Estimated expenses: \$250.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 4, 2012.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT WITH LASH PAVING,
INC./ENGINEER PROJECT 12-3 APPLYING LIQUID BITUMINOUS MATERIAL**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a contract on behalf of Belmont County Engineer with Lash Paving Inc. in the amount of \$213,440.00 for Belmont County Engineer's Project 12-3 Applying Liquid Bituminous Material for dust control.

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS
PROJECT 12-3 APPLYING LIQUID BITUMINOUS MATERIAL**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS CONTRACT, made and entered into this 9th day of May, 2012 between the **LASH PAVING, INC.**, P.O. Box 296, Colerain, Ohio 43916; and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **LASH PAVING, INC.** hereby agrees to furnish 40,000 gallons of MC-70 and 24,000 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer.

The completion date for this project shall be July 15, 2012.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT
40,000 GALLONS	MC-70	\$3.41	\$136,400.00
24,000 GALLONS	MC-3000	\$3.21	\$77,040.00
			\$213,440.00

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH PAVING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

LASH PAVING, INC.

Matt Coffland /s/

BY: David P. Lash, Jr. /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ENGINEER TO PARTICIPATE IN THE ODOT'S CONTRACT FOR SODIUM CHLORIDE (ROCK SALT)

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation's Contract for the purchase of sodium chloride (rock salt) for a one-year period effective from date of award.

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services
 Cooperative Purchasing Program - Sodium Chloride (Rock Salt)

DATE SUBMITTED: May 9, 2012

RESOLUTION/ORDINANCE as adopted for sodium chloride requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Fred F. Bennett P.E., P.S. (Agent)

Hereby Requests Authority in The Name of Belmont County Engineer (Political Subdivision)

To Participate in the Ohio Department of Transportation's Contract for Sodium Chloride and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120 respectively, for which the Political Subdivision will be responsible.

318 NOTE: By executing this agreement and providing tonnage to purchase the Political Subdivision recognizes that Contract 318 will contain a 100% tonnage provision for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (Estimated)
Roscoe Road Garage		1200 Tons
Neffs Garage		500 Tons
Tacoma Garage		500 Tons
	Total	2000 Tons

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor shall invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Matt Coffland /s/ Commissioner and Charles R. Probst, Jr., President _____ 5/9/12
 (Authorized Signature and Title) (Date)

Matt Coffland and Charles R. Probst, Jr. _____

(Print Exactly as Signed Above)
Belmont County Courthouse _____
 (County Location) (County Number)

County Government _____
 (Political Subdivision)

101 W. Main Street, Courthouse _____
 (Street) (P.O. Box)

St. Clairsville OH 43950 - 1260
 (City) (State) (Zip plus 4)

Robert Detling or Dayle Conaway (740) 695-1580
 (Contact Name Responsible for Ordering Salt) (Phone Number)

rdetling@belmontcountyengineer.com or dconaway@belmontcountyengineer.com
 (E-Mail Address)

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of Invitation to bid.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO RENEWAL AGREEMENT WITH SIMPLEXGRINNELL FOR ANNUAL BACKFLOW TEST AND INSPECTION, QUARTERLY WET SPRINKLER TEST AND INSPECTION/ BELMONT COUNTY JAIL

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a renewal agreement with SimplexGrinnell for the Annual Backflow Test and Inspection, Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail in the amount of \$1,171.40 for the period of July 1, 2012 to June 30, 2013.

Note: This is the same cost as last year.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENTS TO
WIA CONTRACTS WITH REBECCA SAFKO/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the contract amendments, on behalf of Belmont County Department of Job & Family Services, to terminate the following contracts with Rebecca Safko, Consultant, effective May 1, 2012; these contracts were originally scheduled to expire on July 31, 2012:

- Purchase of Performance of Services Workforce Investment Area (WIA) Fiscal Contract
- Purchase of Performance of Services WIA Program Monitoring Contract

Note: These 2 separate contracts are being terminated early and are being consolidated into one WIA contract for both financial reporting and program monitoring due to the Ohio Department of Job & Family Services creating a new reporting system.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services WIA Fiscal Contract
Rebecca Safko
Contract Amendment**

The Original contract for fiscal consulting services is being amended to read as follows:

III. CONTRACT PERIOD

This contract and its terms that became effective on August 1, 2011 is now being terminated effective May 1, 2012. This contract is being terminated early due to the Ohio Department of Job and Family Services creating a new reporting system, CFIS Web, which will require an ancillary system development by Belmont County Department of Job and Family Services. The termination of the current contract will allow for the continuity of the contractor to effectively implement the new system.

Dwayne D. Pielech, Director Belmont County Department of Job and Family Services <i>Matthew Coffland /s/</i>	Date 5/9/12
Matthew Coffland, Belmont County Commissioner <i>Charles R. Probst, Jr. /s/</i>	Date 5/9/12
Charles R. Probst, Jr. Belmont County Commissioner <i>Ginny Favede /s/</i>	Date 5/9/12
Ginny Favede Belmont County Commissioner	Date
Rebecca Safko, Consultant <i>David K. Liberati /s/</i>	Date 5-7-12
Approved as to form: Belmont County Prosecutor (Assistant)	Date

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services WIA Program Monitoring Contract
Rebecca Safko
Contract Amendment**

The original contract for program monitoring services is being amended to read as follows:

III. CONTRACT PERIOD

This contract and its terms that became effective on July 1, 2011 is now being terminated effective May 1, 2012. This contract is being terminated early in order to consolidate roles into one WIA contract for financial and programmatic monitoring thus reducing paperwork and associated costs, and improve continuity of monitoring with one monitoring entity.

Dwayne D. Pielech, Director Belmont County Department of Job and Family Services <i>Matthew Coffland /s/</i>	Date 5/9/12
Matthew Coffland, Belmont County Commissioner <i>Charles R. Probst, Jr. /s/</i>	Date 5/9/12
Charles R. Probst, Jr. Belmont County Commissioner <i>Ginny Favede /s/</i>	Date 5/9/12
Ginny Favede Belmont County Commissioner	Date
Rebecca Safko, Consultant <i>David K. Liberati /s/</i>	Date 5-7-12
Approved as to form: Belmont County Prosecutor (Assistant)	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A CONTRACT WITH
REBECCA SAFKO FOR FISCAL SERVICES RELATIVE
TO WORKFORCE INVESTMENT ACT (WIA)/BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into contract with Rebecca Safko, Consultant, on behalf of Belmont County Department of Job & Family Services for fiscal services relative to Workforce Investment Act (WIA) Area 16 effective May 1, 2012 through August 31, 2013 in an amount not to exceed \$49,969.00.

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

Whereas, this contract, entered into on this 9th day of May, 2012, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA Area 16 fiscal services that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, #17.278, and #17.277) for the costs incurred under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Rebecca Safko
244 Hazel Drive
Pittsburgh, PA 15228
412-388-0144 or 740-632-4671 cell

III CONTRACT PERIOD

This contract and its terms will become effective on May 1, 2012. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is August 31, 2013, for a total of 16 months. The contract may be extended for an additional 16-month period based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

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

Allowable Costs

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

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

Performance

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

Proportional payment

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

Services

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

WIA

WIA is the Workforce Investment Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be May 1, 2012 through August 31, 2013. At a minimum, this contract requires the Contractor to perform the following services:
Design and implement a financial reporting package compatible with the newly created CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WIB, act as liaison between ODJFS and Area 16 counties, assist counties with WIA A-133 audits, as needed; prepare the Area 16 A-133 audit schedules and footnotes; liaison with the Auditor of State regarding the Area 16 audit; and maintain Area 16 fiscal documentation.
2. Contractor shall meet all service requirements of this contract.
Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Investment Act program and related activities as they apply to all counties in WIA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

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

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

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act Funds (CFDA # 17.258, #17.259, #17.278, and #17.277). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$49,969.00 (16-month contract)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

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

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

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

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$49,969.00.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

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

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable.

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

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX PROCUREMENT

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

XL 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.

XLI 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, 37CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**Rebecca Safko, Performance of Services Budget
May 1, 2012 through August 31, 2013= 16 months**

		Hours	Frequency 5/1/12- to 8/31/13 Perform 65 weeks	Annual Hours Budgeted
Weekly	Draw Process	1	65	65
	Emails and Technical Asst.	2	65	130
Monthly	Process Financials	3	16	48
	Review & Oversight	3	16	48

Maintain & Update Budgets	1	16	16
Belmont financials	8	16	128
Belmont NEG 25 Monitoring	8	5	40
Jefferson NEG 25 Monitoring	8	5	40
*NEG25 budgeted through Sept, State expects to continue			
Quarterly			
One-Stop	5	5	25
COG/WIB	18	5	90
WIB State Fiscal meeting(Columbus)	6	5	30
Reconcile w/State financials	4	5	20
Annually			
Audit Belmont WIA	15	1	15
Audit Area16 and certifications	30	1	30
Monitoring:			
Belmont Fiscal & Program	20	1	20
Belmont Youth Contract	8	1	8
Carroll Fiscal & Program	20	1	20
Harrison Fiscal & Program	20	1	20
Jefferson CDFJS-Fiscal & Adm	8	1	8
Jefferson CAC-Fiscal & Program	20	1	20
Research	20	1	20
Write up & record keeping	15	1	15
New Financial System development/State required Training/Technical Assistance			150
WIA meetings & accounting and/or monitoring training			64
		Total Hours	1070
		Hourly Rate	41.5

16 month contract, compensation for Activities detailed above	44,405.00
Software/supplies/phone/internet/computer usage	800.00
Insurance	1,200.00
Travel 4,800 mi.	0.555 2,664.00
Training	900.00

16 Month contract, May 1, 2012 through August 31, 2013 \$49,969.00

XL SIGNATURES

Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
<i>Matt Coffland /s/</i>	5/9/12
Belmont County Commissioner	Date
<i>Charles R. Probst, Jr. /s/</i>	5/9/12
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	5/9/12
Belmont County Commissioner	Date
Rebecca Safko, Consultant	Date
<i>David K. Liberati /s/</i>	5-7-12
Approved as to form: Belmont County Prosecutor (Assistant)	Date
Upon roll call the vote was as follows:	
Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF ENTERING A RENEWAL OF THE DAY CARE TRAINING CONTRACT WITH BELMONT TECHNICAL COLLEGE/BCDJFS

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a renewal of the Day Care Training contract with Belmont Technical College, on behalf of the Belmont County Department of Job and Family Services, effective April 1, 2012 through March 31, 2014, in the maximum amount of five thousand dollars (\$5,000.00).

Note: This program provides training to those individuals who are or will be day care providers.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AGREEMENT

This agreement is made and entered into on this 9th. day of May, 2012, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as the Department) and Belmont Technical College/Belmont College doing business at 120 Fox-Shannon Place, St. Clairsville, OH 43950 (hereinafter referred to as the Provider).

PURPOSE

Subject to the terms and conditions set forth in this Agreement, the Department agrees to purchase and the Provider agrees to deliver those services as described in said Exhibit for the Daycare Training Program.

NAME CHANGE

For the period April 1, 2012 through June 30, 2012, the Provider's name is "Belmont Technical College". However, beginning July 1, 2012, the new name of the college is "Belmont College". For the purposes of this agreement, effective July 1, 2012, Belmont College will become the Provider of the Daycare Training Program.

AGREEMENT PERIOD

This Agreement will be effective from April 1, 2012 and will run through March 31, 2013, unless otherwise terminated.

COST

Cost to the Department for services provided shall not exceed \$5,000.00 (five thousand dollars) within the Agreement period.

PAYMENT FOR SERVICES

The Provider shall submit itemized invoices detailing services provided. Invoices must be received before the tenth of the month in order for the Provider to receive payment in that month with the exception of the month of December when the County Auditor requires that invoices be submitted by the third of December or sooner if the third falls on a weekend. Department will provide reimbursement within 30 days of receipt of billing or as soon as County Auditor processes payment. Payment for all services provided in accordance with the provisions of this agreement is contingent upon the availability of Federal and State funds.

CIVIL RIGHTS

Department and Provider agree that as a condition of this Agreement, there shall be no discrimination against any individual because of race, color, sex, religion, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the Provider will comply with all 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 any method of appeal will be made available to all persons served under this Agreement.

TERMINATION

In the event that the Provider does not faithfully and promptly perform his/her responsibilities and obligations under this Agreement, as determined by the Department, the Department may terminate the Agreement by providing the Provider with written notice 30 days in advance of the termination date.

In the event that the Department does not faithfully and promptly perform its responsibilities and obligations under this Agreement, the Provider may terminate the Agreement by providing the Department with written notice 30 days in advance of the termination date.

AMENDMENT OF CONTRACT

This Agreement may be amended at any time during the Agreement period by a written addendum signed by both parties.

CONFIDENTIALITY

To the extent provided by Ohio public records laws, the 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.

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>5-11-12</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Rebecca J. Kurtz /s/</u>	<u>5/24/12</u>
Dr. Rebecca Kurtz	Date
Vice President of Learning and Student Success	
<u>John Koucoumaris /s/</u>	<u>5-21/2012</u>
John Koucoumaris	Date
Vice President of Administrative Affairs	
<u>Joseph Nocera /s/</u>	<u>5/18/12</u>
Dr. Holly Bennett, Program Coordinator	Date
<u>Matt Coffland /s/</u>	<u>5/9/12</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>5/9/12</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>5/9/12</u>
Belmont County Commissioner	Date
<u>David K. Liberati /s/ Assistant Prosecutor</u>	<u>5-7-12</u>
Belmont County Prosecutor (as to form)	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENT TO THE VENDOR AGREEMENT WITH SMITH'S SUNOCO/BCDJFS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreement with Smith's Sunoco, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount of the agreement from \$12,000.00 to \$17,000.00 due to increase in usage.

AMENDMENT TO VENDOR AGREEMENT WITH SMITH'S SUNOCO

The parties agree to increase the maximum amount of the agreement from \$12,000.00 to \$17,000.00 due to increases in usage.

All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /vmg</u>	5-11-12
<u>Dwayne Pielech /s/</u>	<u>5-7-12</u>
Dwayne Pielech, Director	Date
<u>Bryan Smith /s/</u>	<u>5-29-12</u>
Bryan Smith, Smith's Sunoco	Date
<u>Matt Coffland /s/</u>	<u>5/9/12</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>5/9/12</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>5/9/12</u>
Belmont County Commissioner	Date
<u>David K. Liberati /s/</u>	<u>5-7-12</u>
Belmont County Prosecutor (Assistant)	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DECLARING IT NECESSARY TO LEVY A RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION/BCDJFS SENIOR PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the resolution declaring it necessary to levy a renewal tax in excess of the ten-mill limitation for the purpose of providing senior services including but not limited to transportation, nutrition and in-home services to elderly residents who are frail and/or handicapped at a rate not exceeding one (1) mill.

Note: One mill would yield approximately \$1,089,864.51 annually.

RESOLUTION DECLARING IT NECESSARY TO LEVY A RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION

The Board of County Commissioners of Belmont County, Ohio, does hereby declare that the amount of taxes that may be raised by levy at the maximum rate authorized by law without a vote of the electors is insufficient and does hereby declare it necessary for an additional levy in excess of such rate.

BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, two-thirds of the members elected thereto concurring: **WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Belmont County, Ohio; therefore be it

RESOLVED, by the Board of Commissioners of Belmont County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation for the benefit of Belmont County for the purpose of

A renewal of an existing tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services to elderly residents who are frail and/or handicapped and cannot remain in their homes without these services provided pursuant to law, at a rate not exceeding one (1) mill for each one dollar (\$1.00) of valuation, which amounts to ten cents (.10) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2012 (Ohio Revised Code Section 5705.05)

RESOLVED, that the question of levying **renewal** taxes be submitted to the electors of said Belmont County at the General Election to be held at the usual voting places within said Belmont County on the **6th** day of **November 2012**, and be it further

RESOLVED, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election if a majority of the electors voting thereon vote in favor thereof;

BE IT FURTHER RESOLVED, that the Clerk of this Board be and she is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Probst moved for the adoption of the foregoing Resolution which was seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted this 9th day of May, 2012.

OPEN PUBLIC FORUM - Richard Hord asked for clarification on the use of the historic sheriff's residence as the Tourism headquarters or a satellite office once renovations are completed. Mrs. Favede advised it will be used as a satellite office. He also asked what the long-term plans were for the Oakview Building. Mr. Probst advised it will be used for record storage. The Senior Program kitchen is also housed in this building. He asked for any information on the former Hab Center. Mr. Probst advised next Wednesday the board will meet in executive session with a private developer regarding this property.

Frank Papini said from what he has read the Oil & Gas Expo went well. He asked if there was any talk of hiring local people or if they were going to need to go to school to learn the jobs. Mrs. Favede stated she thinks that it will continue to be an issue that needs to be addressed to encourage these outside companies to hire locally. Also at the end of June the board is hosting an Oil & Gas Career Expo to link workers with those companies. Frank is of the opinion that a welder can weld anything and he does not understand why they insist the colleges teach our certified welders what they already know. He said the hotels/motels are full of transients that should be our people. Mrs. Favede said she has heard from other counties that initially they have the same thing happen. The first sets of hires were transients, then after a period of time the locals took the jobs. She said that might be the nature of the business. Mr. Papini is frustrated that the local people trying to get hired are told they are not qualified or need more schooling. Mrs. Favede stated the number one recommendation for those unemployed is to go to the Martins Ferry Connections office. Mr. Coffland said he would ask Mike Schlantz of the Connections office to be at the next meeting to discuss his contacts at the oil and gas industry. Mrs. Favede noted Gov. Kasich recognizes the frustration about not being able to get information from the oil and gas drillers on the type of training needed in order to stop the practice of bringing in workers from out of state who have already been trained.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:40 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:20 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 11:20 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPOINTING BARB BLAKE AS FISCAL MANAGER FOR THE BOARD OF BELMONT COUNTY COMMISSIONERS

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

RESOLUTION TO APPOINT BARB BLAKE AS THE FISCAL MANAGER FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Belmont County Board of County Commissioners has created the full-time position of Fiscal Manager, who shall assist in the preparation of other departmental budgets, monitor expenditures, advise the Board of Commissioners of the County’s fiscal condition, monitor tax revenue, prepare grants and leases, and to assist in the management of the County’s Worker’s Compensation; and

WHEREAS, the Fiscal Manager performs the following duties: Preparation of the County Budget; preparation of the annual appropriations; preparation of leases; preparation of grant applications; monitoring of expenditures and revenues, monitoring of worker’s compensation, monitoring of certification of monies as well as any other related duties assigned by the Board of Commissioners; and

NOW, THEREFORE BE IT RESOLVED, the Board of Belmont County Commissioners does hereby appoint Barb Blake as the Fiscal Manager for the Board of Belmont County Commissioners to be compensated at the rate of \$17.78 per hour, effective May 29, 2012. Ms. Blake will receive a \$.50 per hour increase after completion of a 120-day probationary period.

BE IT FURTHER RESOLVED, this position is personal staff of the Board of Belmont County Commissioners and is exempt from overtime. Adopted May 9, 2012

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: RECORDER MARY CATHERINE NIXON – DOCUMENT SCANNING – Mrs. Nixon reported that an anonymous company and her vendor, ACS, have finalized a document scanning deal for five (5) counties, with Belmont County being the last one. They are here now and ready to scan. She said this will save the county close to \$300,000.00 if not more. She has over 1 million images. Her problem is that she has close to 400 old mortgage books in storage at the Hab Center. She took one of the scanning people out there yesterday for him to view the records. They will have to set up there and she didn’t know if someone has to be there with them. They said they will probably work 12-14 hours a day to get the job done. They estimate it will take one month to complete. She talked to Jack Regis, head of the Buildings and Grounds Dept., and he said there is no water there. There is electric. They need to know the rules and if Saturday and Sunday work will be allowed. Mrs. Nixon stated she does not have the staff to sit there with them. Mr. Coffland asked if this company was bonded. Mrs. Nixon said that ACS is bonded to do this work. Mrs. Favede noted that there may be a problem since there is an executive session next week regarding that property. It may be transferred to a new owner and they will want immediate possession. Mrs. Nixon asked where she would put the books that number around 350. Mrs. Favede said the Clerk of Courts also has a vast amount of books in storage there. We need to deal with that also. She noted if the sale of the building does not happen and this company is allowed to work there, security is needed for all the records that are there in storage. Mr. Coffland did not see a problem with letting them in to work, but he wanted a waiver signed to the effect the county would not be responsible if someone was hurt. Mr. Probst asked if maybe we could be given a week until after the executive session and then see our options.

Mrs. Nixon presented figures of monies collected for copies made in her office for the past couple years. The cost per copy is \$2.00 a page, with \$1.00 going to the General Fund and \$1.00 to the State of Ohio Housing Trust Fund. The year 2010 total was \$477,220. The 2011 total was \$718,515. As of the end of April, 2012, the total is \$470,592. If this keeps up, the Recorder’s Office will have brought in over \$1 million.

OPEN PUBLIC FORUM (continued from above) – The discussion continued on the gas and oil industry hiring local workers and the need for legislators to assist in this effort.

Port Authority Director Larry Merry thanked the Commissioners for the seed money that allowed for the Oil & Gas Expo. He stated it was an unbelievable show with an estimated 1,600-2,000 people in attendance. He noted the extra work put in by Commissioner Favede and spoke of the true team effort by all. Mrs. Favede stated the expo could not have happened without all Commissioners working together. Mr. Merry stated his board has authorized him to sign a contract with the same company that did the Oil & Gas Expo to do a Job Expo. It will be held June 20, 2012, from 11:00 a.m. to 7:00 p.m. at the Carnes Center. Mr. Probst commended Mr. Merry for his contribution to the expo.

Mr. Merry also reported that the South School building sale will be closed this week with Ohio River Properties being the purchaser.

May 9, 2012

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:03 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 12:03 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of May, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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