

St. Clairsville, Ohio

November 10, 2010

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Belmont Co. Regional Airport Authority	2010 Additional Allocation/General Fund	2,000.00
A-Docufax Solutions, Inc.	Service Agreement-GIS Projects/General Fund	1,739.00
A-URISA	Membership Dues Renewal-GIS Projects/General Fund	175.00
D-W E Quicksall & Assoc.	Professional Services/Road and Bridges Fund	737.20
N-Advanced Lock & Security	Contact Projects/Sargus Remodeling Fund	344.10
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improve. Fund	2,220.38
P-Donnell Ford Lincoln Mercury	Delivery & vehicle registration fees/BCSSD Funds	187.00
P-Idexx Distribution Corp.	Supplies/WWS#3 Revenue Fund	1,893.86
P-W.W. System #3	Sewage Disposal/SSD#1 Revenue Fund	150,000.00
S-Belco works	Shredding/Certificate of Title Admn. Fund	24.37
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	1,505.00
S-GCA INCC	Supplies/Certificate of Title Admn. Fund	36.50
S-Ohio Clerk of Courts Assoc.	Registration/Certificate of Title Admn. Fund	255.00
S-TMMS	Ribbon & Labels/Northern Ct. General Special Projects Fund	459.90
T-FAS-AHM Utilities LLC	WSGDF Expenses/Water & Sewer Guarantee Deposit Fund	83.25

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 November 10, 2010 as follow:

FUND	AMOUNT
A-GENERAL	\$2,059.89; \$31,735.25; \$30,628.13
A-GENERAL/AUDITOR	\$4,043.75
A-GENERAL/EMA	\$490.27
A-GENERAL/JUVENILE COURT	\$1,777.16
A-GENERAL/SHERIFF	\$21,734.40
A-GENERAL/911	\$995.15
B-Dog and Kennel	\$936.05
B-Enforcement Education Fund	\$86.00
E-911	\$12,102.35
H-Job & Family, CSEA	\$3,809.45
H-Job & Family, Public Assistance	\$29,582.61
H-Job & Family, WIA	\$48,336.54; \$16,151.58
K-Engineer's MVGT	\$11,301.50; \$3,389.25; \$4,469.29
M-Juvenile Ct. – Placement Services	\$13,155.16
M-Juvenile Ct. – Placement II	149.85
M-Juvenile Ct.-Title IV-E Reimb.	\$327.11
P-Sanitary Sewer District	\$2,119.65; \$782.35; \$798.00; \$244.12
S-District Detention Home	\$1,173.92
S-Job & Family, Children Services	\$89,705.28; \$18,116.97
S-Juvenile Ct. – Computer Fund	\$154.10
S-Juvenile Ct. – Gen. Special Projects	\$515.00
S-Oakview Juvenile Residential Center	\$4,445.95
S-Sheriff Commissary	\$1,566.89
S-Sheriff CCW	\$1,109.00
W-Law Library	\$1,408.35

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER
WITHIN GENERAL FUND

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within General Fund.

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab	E-0257-A015-A15.074 Trans Out	\$138,932.09

(Monies being moved to cover Force Main Sewer Project Debt)

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE GENERAL FUND/TREASURER

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfers within fund for the General Fund/Treasurer.

FROM	TO	AMOUNT
E-0141-A001-C08.000 Advertising	E-0141-A001-C04.012 Equipment	\$ 450.00
E-0141-A001-C08.000 Advertising	E-0141-A001-C07.000 Travel	\$ 450.00
TOTAL		\$ 900.00

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 ENGINEER'S MVGT FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's MVGT Fund.

FROM	TO	AMOUNT
E-2812-K000-K14.000 Cont-Repair	E-2812-K000-K12.000 Materials	\$ 17,600.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE ENGINEER'S MVGT FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Engineer's MVGT Fund.

FROM	TO	AMOUNT
From E-2811-K000-K03.010 Supplies	To E-2813-K000-K40.074 Transfer Out	\$8,000.00
From E-2811-K000-K06.000 Travel	To E-2813-K000-K40.074 Transfer Out	\$4,000.00
From E-2811-K000-K07.000 Expenses	To E-2813-K000-K40.074 Transfer Out	\$4,000.00
From E-2811-K000-K10.000 Other Exp	To E-2813-K000-K40.074 Transfer Out	\$4,000.00
From E-2812-K000-K15.011 Cont Serv	To E-2813-K000-K40.074 Transfer Out	\$3,000.00
From E-2812-K000-K16.013 Cont Proj	To E-2813-K000-K40.074 Transfer Out	\$21,600.00
From E-2812-K000-K24.000 Other Exp	To E-2813-K000-K40.074 Transfer Out	\$8,000.00
From E-2813-K000-K29.011 Cont Serv	To E-2813-K000-K40.074 Transfer Out	\$13,150.00
From E-2813-K000-K30.013 Cont Proj	To E-2813-K000-K40.074 Transfer Out	\$27,600.00
From E-2813-K000-K37.000 Other Exp	To E-2813-K000-K40.074 Transfer Out	\$6,650.00
TOTAL TRANSFER		\$ 100,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE SOIL CONSERVATION FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer of funds within the Soil Conservation Fund.

FROM	TO	AMOUNT
E-1810-L001-L02.010 Supplies	E-1810-L001-L03.012 Equipment	\$ 800.000

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE MENTAL RETARDATION FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Mental Retardation Fund.

FROM	TO	AMOUNT
E-2410-S066-S65.002 Salaries	E-2410-S066-S66.010 Supplies	\$ 30,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund.

FROM	TO	AMOUNT
E-1511-W080-P09.000 Personnel - SVAA	E-1511-W080-P01.002 Salaries -VOCA	\$ 1,250.00

Upon roll call the vote was as follows:

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

IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND BOND RETIREMENT FORCE MAIN SEWER PROJECT O10 FUND

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the Bond Retirement Force Main Sewer Project Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out	R-9207-O010-O05.574 Trans In	\$138,932.09

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
ENGINEER M.V.G.T. BRIDGE AND CULVERTS AND
BRIDGE AND RETAINING WALL CONSTRUCTION FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer between funds from the Engineer M.V.G.T. Bridge and Culverts and Bridge and Retaining Wall Construction Fund.

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfer Out	R -9044-N044-N05.574 Transfer In	\$ 100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
SOIL CONSERVATION FUND TO WATERSHED COORDINATOR FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between funds from the Soil Conservation Fund to the Watershed Coordinator Fund.

FROM	TO	AMOUNT
E-1810-L001-L14.000 Other Expenses	R-1815-L005-L05.574 Transfers In	\$ 3,500.00
E-1810-L001-L10.000 Advertising	R-1815-L005-L05.574 Transfers In	<u>75.00</u>
TOTAL		\$3,575.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
WATERSHED COORDINATOR FUND TO SOIL CONSERVATION FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between funds from the Watershed Coordinator Fund to Soil Conservation Fund.

FROM	TO	AMOUNT
E-1815-L005-L10.000 Advertising	R-1810-L001-L08.574 Transfers In	\$ 199.90

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	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 August, Sept. & Oct. 2010.

AUGUST, 2010

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	165.51
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	356.90
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	180.10
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>154.83</u>
TOTAL		857.34

SEPTEMBER, 2010

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	166.88
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	532.89
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	42.40
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>82.25</u>
TOTAL		972.92

OCTOBER, 2010

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	89.58
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	434.04
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	78.60
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>106.53</u>
TOTAL		708.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
SHERIFF DOMESTIC VIOLENCE GRANT/SHERIFF GENERAL FUND**

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

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	11,789.70
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	1,992.47
E-5105-T008-T03.006 Health Ins.	E-9891-Y091-Y01.006 Health Ins.	4,671.00
E-5105-T008-T04.004 Wrkr's Comp	E-0131-A006-A14.004 Wrkr's Comp	471.59
E-5105-T008-T07.000 Other Exp.	E-0131-A006-A16.000 Other Exp.	<u>307.49</u>
TOTAL		19,232.25

Upon roll call the vote was as follows:

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

E-SORN/TRAINING OFFICER

TRANSFER FUNDS FROM:

ACCOUNT		AMOUNT
E-9731-T031-T01.002	SALARIES	\$ 6,000.00
E-9731-T031-T02.003	PERS/SPRS	\$ 1,014.00
E-9731-T031-T03.006	HEALTH INS.	\$ 1,000.00
E-9731-T031-T04.004	WRKR'S COMP.	\$ 240.00
E-9731-T031-T05.005	MEDICARE	\$ 0.00
E-9731-T031-T05.012	EQUIPMENT	\$ 0.00
E-9731-T031-T06.010	Supplies	\$ 372.75
E-9731-T031-T07.000	OTHER EXPENSES	\$ 793.43
	TOTAL	\$ 9,420.18

TRANSFER FUNDS TO:

ACCOUNT		AMOUNT
E-0131-A006-A02.002	SALARIES	\$ 6,000.00
E-0131-A006-A13.003	PERS/SPRS	\$ 1,014.00
E-9891-Y091-Y01.006	HEALTH INS.	\$ 1,000.00
E-0131-A006-A14.004	WRKR'S COMP.	\$ 240.00
E-0256-A014-A07.005	MEDICARE	\$ 0.00
E-0131-A006-A16.000	EQUIPMENT	\$ 0.00
E-0131-A006-A03.010	SUPPLIES	\$ 372.75
E-0131-A006-A16.000	OTHER EXPENSES	\$ 793.43
	TOTAL	\$ 9,420.18

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 GENERAL/OTHER EXPENSES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

GENERAL FUND

E-0051-A001-A28.000 Commissioners/Other Expenses \$11,647.04

*CORSA settlement to repair windstorm damages to Water Department Roof, Event Date 3/12/2010; Claim No. 0160020636

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/MAGISTRATE**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-0063-A002-B30.000 Other Expenses \$ 1,526.53

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/BOARD OF ELECTIONS**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-0181-A003-A06.011 Contracts - Services \$ 6,772.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL/MAINTENANCE AND OPERATIONS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

GENERAL FUND/MAINTENANCE and OPERATION

E-0055-A004-B05.000 Repairs \$5,789.33

*CORSA settlement to repair windstorm damages to fence and HVAC unit/Animal Shelter
Event Date 8/4/10; Claim No. 0160021165

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL/MAINTENANCE AND OPERATIONS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

GENERAL FUND/MAINTENANCE and OPERATION

E-0055-A004-B05.000 Repairs \$5138.29
*CORSA settlement to repair windstorm damages Pole Barn Doors & Gutter-Event Date 8/4/10;
Claim No. 0160021164

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF'S DEPARTMENT VARIOUS 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 November 10, 2010.

General

E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	514.00
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	450.00
E-0131-A006-A21.000	Sheriff's Towing	150.00
E-0131-A006-A23.000	Background	519.00
E-0131-A006-A24.000	E-SORN	185.00
E-0131-A006-A28.000	Shop W/Cop	0.00
E-0131-A006-A30.000	Lifesaver	30.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	50.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	10,848.40
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	929.00
E-5101-S001-S07.012	Equipment	591.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	70.00
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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 APPROPRIATION
FOR THE 911 FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-2200-E010-E05.012 Equipment \$ 232.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-2301-E011-E01.011 Contract Services \$ 329.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE H30 BELMONT COUNTY, COUNTY HOME FUND**

Motion made by Mrs. Favede seconded by Mr. Coffland 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 November 10, 2010.

E-2150-H030-H11.000 Other Expenses \$ 3,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-1810-L001-L01.002 Salaries \$ 8,900.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-1810-L001-L10.000 Advertising \$ 199.90

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 CAPTINA WATERSHED L05 FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede 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 November 10, 2010.

E-1815-L005-L01.002	Salaries	3,500.00
E-1815-L005-L10.000	Advertising	75.00
TOTAL		3,575.00

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 M79 TRUANT OFFICER FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

Fund	Title	Amount
TRUANT OFFICER		
E-0400-M079-M01.002	Salary	8,500.00
E-0400-M079-M02.008	Fringes	3,000.00
E-0400-M079-M03.003	PERS	2,000.00
TOTAL		13,500.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BRIDGE & RETAINING WALL CONTRACT PROJECTS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-9044-N044-N05.013 Contract Projects \$ 100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE W.W. S. #3 PHASE I BOND FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

W.W. S. #3 PHASE I BOND

E-9201-O004-O01.050	Principal	\$ 35,000.00
E-9201-O004-O02.051	Interest	\$ 19,523.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE WWS #3 REVENUE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

WWS #3 REVENUE FUND

E-3702-P005-P34.074 Transfers Out \$ 200,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SSD #2 REVENUE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

SSD #2 REVENUE FUND

E-3705-P053-P16.074 Transfers Out \$ 75,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

DISTRICT DETENTION HOME

E-0910-S033-S33.002	Salaries	11,807.49
E-0910-S033-S44.003	OPERS/STRS	4,550.00
E-0910-S033-S50.005	Medicare	475.00
TOTAL		16,832.49

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

FUND	AMOUNT
E-1582-S085-S08.000	
Computer Expenses	527.00
E-1589-S096-S12.000	
Other Expenses	2,186.25
E-0400-M062-M01.000	
Intake Coordinator Expenses	767.50
E-0400-M075-M01.000	
Other Expenses	1,072.00
E-0400-M64-M05.000	
Placement Costs	58,495.64
E-0400-M072-M05.000	
Other Expenses	265.00
E-0400-M060-M26.003	
PERS CCAP	192.23

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 DOMESTIC VIOLENCE GRANT-SHERIFF**

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 November 10, 2010.

APPROPRIATIONS TO DOMESTIC VIOLENCE GRANT-SHERIFF'S OFFICE

ACCOUNT	AMOUNT
E-5105-T008-T01.002	SALARIES \$ 11,789.70
E-5105-T008-T02.003	PERS/SPRS \$ 1,992.47
E-5105-T008-T03.006	HEALTH INS. \$ 4,671.00
E-5105-T008-T04.004	WRKR'S COMP. \$ 471.59
E-5105-T008-T05.012	EQUIPMENT \$ 0.00
E-5105-T008-T06.010	SUPPLIES \$ 0.00
E-5105-T008-T07.000	OTHER EXPENSES \$ 307.49
	TOTAL \$ 19,232.25

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$ 44,365.00
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Draw No. 415 – Grant #B-C-09-1AG-1 and #B-C-09-1AG-2

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR T31 E-SORN OFFICER/FEDERAL 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 November 10, 2010.

T031 E-SORN OFFICER/FEDERAL FUNDS

E-9731-T031-T01.002	Salaries	\$ 6,000.00
E-9731-T031-T02.003	PERS/SPRS	1,014.00
E-9731-T031-T03.006	Health Insurance	1,000.00
E-9731-T031-T04.004	Wk. Comp.	240.00
E-9731-T031-T05.005	Medicare	0.00
E-9731-T031-T05.012	Equipment	0.00
E-9731-T031-T06.010	Supplies	372.75

E-9731-T031-T07.000	Other Expenses	793.43
TOTAL		\$ 9,420.18

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 BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-1511-W080-P02.010	Supplies	410.00
E-1511-W080-P09.000	Personnel	1,250.00
TOTAL		\$ 1,660.00

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 BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 10, 2010.

E-1511-W080-P01.002	Salaries	3,265.44
E-1511-W080-P07.006	Hospitalization	104.25
E-1511-W080-P05.003	PERS	106.56
TOTAL		3,476.25

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 10, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

COUNTY HOME FUND - \$ 3,000.00 in the H030 County Home Fund.

GENERAL FUND - \$160,133.25 – cash advance to the Port Authority which was repaid to the General Fund on Sept. 29, 2010.

GENERAL FUND - \$11,647.04 paid in on April 27, 2010 from CORSA for roof damage to the Water and Sewer Building.

GENERAL FUND - \$5,789.33 Insurance Reimbursement. Storm/Wind Damage to County Animal Shelter. D/L 8/04/10. Claim #0160021165.

GENERAL FUND - \$5,138.29 Insurance Reimbursement. Storm/Wind Damage to storage facility. D/L 8/04/10. Claim #0160021164.

Upon roll call the vote was as follows:

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

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

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

AUDITOR – Andrew Satak to travel to Columbus, OH, on November 17, 2010, to attend a 911 meeting with Commissioner Probst. Estimated expenses: \$100.00. A county car will be used.

Andrew Satak to travel to Columbus, OH, on December 1-3, 2010, to attend County Auditors 2010 Winter Conference. Estimated expenses: \$300.00. A county car will be used.

BCDJFS – Mike Schlantz to travel to Columbus, OH, on Nov. 17, 2010, to attend WIB Meeting. Estimated expenses: \$12.00

JUVENILE COURT – Joe Planey, Dave Carter and Diane Elerick to travel to Columbus, OH, on Nov. 18, 2010, to attend Supreme Court Specialized Docket Annual Conference (Drug Courts).

Judge Costine to travel to Columbus, OH, on Dec. 1-3, 2010, to attend training at the Supreme Court.

TREASURER – Joseph Gaudio to travel to Columbus, OH, on Nov. 16-18, 2010, to attend the County Treasurer's Association of Ohio Conference. Estimated expenses: \$700.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CHANGING REGULAR MEETING
OF NOVEMBER 24, 2010 TO NOVEMBER 23, 2010**

Motion made by Mrs. Favede, seconded by Mr. Coffland to move the Board's regular meeting from Wednesday, November 24 to Tuesday, November 23, 2010 commencing at 10:00 a.m. due to Thanksgiving holiday and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
AMENDED CONTRACT BETWEEN BCDJFS AND THE
COMMUNITY ACTION COMMISSION (CAC)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the amended contract between Belmont County Department of Job & Family Services and the Community Action Commission (CAC) to extend the enrollment deadline date from 10/31/10 to 12/31/10 to allow more time for CAC to enroll in-school youth (high school students) into the Teen Leadership program. This program provides mentoring, work experience and leadership skills to youth. More time is needed due to the time-consuming process of recruiting students, seeking permission from parents.

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

Contract amendment is retroactive to October 31, 2010. Change is on page 4; A. Contractor Responsibilities, #1. Change is necessary to allow more time for recruitment, eligibility and enrollment of In-School Youth due to the time-consuming process of contacting youth, their parents, and obtaining eligibility information from parents. The date is changed from October 31, 2010 to December 31, 2010.

Whereas, this contract, entered into on this 1st day of **July, 2010**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth 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 Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are five of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

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: The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
740-695-0293

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2010. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2011.

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.

Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours for Out-of-School Youth and a maximum 120 hours for In-School Youth.

Work Experience may be extended for on a case by case basis if funds are available.

Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork formats, tools, equipment and materials, and breakdown and clean-up routines.

Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

Advanced Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

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. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall make available Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of participants for the program is up to fifty-five (55) In-School Youth by December 31, 2010 and ten (10) Out-of-School Youth. Of those total participants, fifteen (15) may be enrolled in Work Experience. In-School Youth Work Experience participants must begin Work Experience by March 2, 2011. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.
2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
12. Contractor may refer potential participants to the Purchaser for eligibility determination.
13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
14. 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.
15. Contractor shall meet performance standards specified in 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.

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

B. Purchaser Responsibilities

1. Purchaser will ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; Tutoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
5. 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 Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Placement of a targeted number of up to 55 In-School Youth by October 31, 2010 and a targeted number of 10 Out-of-School Youth in the program.**
3. **Of those total participants, fifteen (15) Youth may be enrolled in Work Experience. Number in Work Experience may be increased on a case by case basis depending on availability of funds.**
4. **Provide follow-up to all exited WIA participants as determined by the Purchaser. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.**

D. Performance Standards

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

Service-delivery Measures

1. Placement of a targeted number of up to 55 In-School Youth by October 31, 2010 and ten (10) Out-of-School Youth in the program. Of those total participants, fifteen (15) Youth may be enrolled in Work Experience. Provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. Youth enrolled in Work Experience should be enrolled by March 2, 2011.

Contractual Performance Measures

1. **Sixty percent (60%) of Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed; one by January 15, 2011 and the second by May 15, 2011.**
3. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established in the program.**
5. **Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
6. **Sixty percent (60%) of Youth will complete the program's required number of community service hours as determined by the contractor.**
7. **Will maintain a follow-up log on exited youth. The log will be submitted on a quarterly basis. Satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser.**

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on 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.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on 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.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on 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.

Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to

both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. 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 (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$90,000 WIA Youth Funds (CFDA # 17.259)**. **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 up to Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$7,033
Operating Staff Wages and Fringes	\$62,441
Participant Wages and Fringes	\$14,505
Operating Expenses	\$4,054
Administrative Expenses	\$1,967
TOTAL COST:	\$90,000
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	\$90,000

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker’s Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor’s expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the 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. 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

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the 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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>11-4-10</u>
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>11/10/10</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>11/10/10</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>11/10/10</u>
Belmont County Commissioner	Date
<u>Gary F. Obloy /s/</u>	<u>11/5/10</u>
Gary Obloy Community Action Commission of Belmont County	Date
<u>David K. Liberati /s/ Assistant</u>	<u>11-10-10</u>
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL
AGREEMENT WITH MAXIMUS CONSULTING SERVICES, INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal agreement with Maximus Consulting Services, Inc., in the amount of \$9,500.00 for the purpose of providing consulting services and assistance relative to the preparation of the base year 2010 indirect cost allocation plan.

Note: The cost allocation plans allows Belmont County recovery of revenues under federal standards

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 10th day of November, 2010, by and between **MAXIMUS Consulting Services, Inc.**, a wholly owned subsidiary of MAXIMUS, Inc. (hereafter "Consultant"), and the **Belmont County Board of Commissioners**, State of Ohio (hereafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

1. Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.

2. Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.

3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by references as if fully set forth as part of this Agreement.

4. Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

5. Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.

6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

7. Copyright for Consultant's Proprietary Software. Client acknowledges that the service and/or deliveries provided by Consultant are generated by Consultant's proprietary software. Nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

8. Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

9. Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.

10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to MAXIMUS hereunder.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in the Agreement.

11. Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to Client under the claim(s) for whatever reason is the sole responsibility of Client. Consultant shall, upon notice of audit, make work papers and other records available to the State auditors.

12. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Belmont County Board of Commissioners

101 W. Main Street, Courthouse

St. Clairsville, OH 43950

(740) 699-2155

Robert J. Fink

MAXIMUS Consulting Services, Inc.

7523 Fredle Drive

Concord Twp., OH 44077

(800) 543-0288

robertfink@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

13. Changes. The terms of this Agreement may be changed via a mutually executed written instrument;

14. Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other course which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date written below.

Date: 11/10/10

Attest: Jayne Long /s/

By: Charles R. Probst, Jr. /s/
Commissioner
Ginny Favede /s/
Commissioner
Matt Coffland /s/
Commissioner
MAXIMUS Consulting Services, Inc.
By: Frank J. Mirkow /s/
Date: 8/2/10
Federal ID # 26-1557956

APPROVED AS TO FORM:
David K. Liberati /s/ (Assistant)
PROSECUTING ATTORNEY

EXHIBIT A
Term and Scope of Services
Belmont County, Ohio

This Agreement shall become effective on Nov. 10, 2010 and shall continue in full force and effect until December 31, 2011 unless extended as indicated in Exhibit B.

Scope of Services:

1. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2010 and will be the basis for the recoveries to be claimed for calendar year 2012.
2. Negotiations of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.
3. Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.
4. Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

EXHIBIT B
Compensation
Belmont County, Ohio

For services provided as set forth in Exhibit A, Client agrees to pay Consultant a lump-sum amount of **\$9,500** (Nine Thousand Five Hundred Dollars), which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

The Consultant will invoice the amount due upon plan delivery.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the due date.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSALS FROM
KARRAS PAINTING, LLC FOR THE COURT HOUSE ANNEX III
(FORMER THOBURN CHURCH)/BUILDINGS AND GROUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposals in the total amount of \$18,900.00 from Karras Painting, L.L.C., Wheeling, WV, for the Court House Annex III (former Thoburn Church) renovation project as follows:

Re: Belmont County Offices

Courthouse Annex No. 111 – Painting

Per my meeting with you at the offices and the drawings by Marshall J. Piccin & Associates, we are pleased to submit the following proposal for painting the areas we discussed as follows:

BID 1: Areas to be painted immediately: offices 2-3, 2-8, 2-10, 3-4, 3-5; painting all walls, ceilings if needed and trim and varnish work in offices.

LABOR & MATERIAL PROPOSAL: \$4,950.00

BID 2: Areas to be painted include 2-2 (conference room), 2-4 (3 offices), 2-5 (2 offices), #A (waiting room), #B (bathroom), #C (hall area), 3-1 (hall), 3-2 (large area), 3-6 & 3-7 (hall area above conference room). Also, stairway from main floor to top floor hall 3-6 is included.

LABOR & MATERIAL PROPOSAL: \$13,950.00

Should you have any questions, please do not hesitate to call. If this proposal is accepted, please sign and return.

Sincerely,

KARRAS PAINTING L.L.C.

Nick M. Karras /s/

Nick M. Karras

Manager

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE SECOND AMENDMENT
TO THE RESOLUTION DATED FEBRUARY 12, 1975
AUTHORIZING THE CREATION OF THE PORT AUTHORITY**

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

WHEREAS, by Resolution dated February 12, 1975, the Belmont County Board of Commissioners authorized the creation of a Port Authority within the Territorial Boundaries of Belmont County, Ohio, pursuant to Chapter 4582, inclusive, of the Ohio Revised Code; and

WHEREAS, by Resolution dated July 20, 2005, the Belmont County Board of Commissioners amended Section 4 of the above referenced resolution as follows:

SECTION 4. That said "BELMONT COUNTY PORT AUTHORITY" shall be governed by a Board of Directors composed of five (5) members appointed by the Board of Commissioners of Belmont County, Ohio;

DELETE THE FOLLOWING LANGUAGE

"In addition to the Board of Directors, there shall also be created an advisory Board consisting of seven (7) members, said members to serve without compensation"

WHEREAS, pursuant to *ORC 4582.03*, "members of a board of directors of a port authority created by the exclusive action of a county shall consist of such members as it considers necessary and shall be appointed by the county commissioners of the county; and

WHEREAS, the Belmont County Board of Commissioners desires that the Port Authority Board of Directors be increased from five (5) members to nine (9) members;

NOW THEREFORE BE IT RESOLVED, the Board of Belmont County Commissioners approves the second amendment to Section 4 of the resolution dated February 12, 1975 as follows:

That said "BELMONT COUNTY PORT AUTHORITY" shall be governed by a Board of Directors consisting of nine (9) members appointed by the Board of Commissioners of Belmont County, Ohio

Adopted this 10th day of November, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENTS
AND REAPPOINTMENTS TO THE BELMONT CO.
PORT AUTHORITY BOARD OF DIRECTORS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following appointments and reappointments to the Belmont County Port Authority Board of Directors pursuant to Ohio Revised Code 4582.03:

REAPPOINTMENTS:

4-YEAR TERM EFFECTIVE JULY 20, 2010 TO JULY 20, 2014

Mr. Martin R. Gould, Bridgeport

Lisa Armann-Blue, Powhatan Point

APPOINTMENTS:

EFFECTIVE NOVEMBER 10, 2010 TO JULY 20, 2014

Jack Cera, Bellaire

Mark Esposito, Director, Belmont County Sanitary Sewer District

Dwayne Pielech, Director, Belmont County DJFS

William Weekley, Martins Ferry

Upon roll call the vote was as follows:

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

DISCUSSION HELD – RE: PORT AUTHORITY – Mrs. Favede noted that one of the things the Commissioners have discovered on the national level with counties is the encouragement for workforce investment and workforce training to work with economic development. Mr. Dwayne Pielech, on behalf of Job & Family Services, is assessing grant dollars to train workers. Mr. Pielech thanked the board for their confidence in him and appointing him to the Port Authority Board. He said he looks forward to bringing his agency’s resources. BCDJFS is going through very difficult times, as many counties are in Ohio. Mr. Pielech said our Workforce Area has had over 9,000 visitors come through the Connections office this year. He advised of the drastic cuts in funding to his agency and the increase in caseloads. He said the contracts with community partners have been done away with so programs have ended for some front line services. Mr. Coffland thanked Mr. Gould and Ms. Armann-Blue for their continued service and welcomed the new members. Port Authority Director Larry Merry noted his thanks for Mr. Gould and Ms. Armann-Blue for their continued service on the board and said he looks forward to working with the four outstanding new additional board members.

**IN THE MATTER OF AMENDING MOTION OF
NOVEMBER 3, 2010, APPROVING THE HIRING
OF MS. TAMMY KOTERA/NORTHERN DIVISION COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to amend the motion made November 3, 2010 approving the hiring of Ms. Tammy Kotera to read as follows: Approve the hiring of Ms. Tammy Kotera as a full-time deputy clerk for Belmont County Northern Division Court effective Monday, November 8, 2010 at the rate of \$8.00 per hour, based upon the recommendation of Judge Frank Fregiato; Ms. Kotera will be subject to the standard 120-day probationary period. The following language is to be omitted: "and eligible for a \$.50 per hour increase upon satisfactory completion thereof".

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING CONTRACT
BETWEEN BELMONT CO. SHERIFF'S DEPT AND SWANSON SERVICES CORP.
FOR COMMISSARY SERVICES

Motion made by Mrs. Favade, seconded by Mr. Coffland to enter approve and sign the contract between the Belmont County Sheriff's Department and Swanson Services Corporation for Commissary Services, effective immediately for a three (3) year term, based upon the recommendation of Sheriff Fred Thompson.

SWANSON SERVICES CORPORATION
COMMISSARY SERVICE CONTRACT

THIS AGREEMENT, made this 10th day of Nov., 2010 by and between the Belmont County Sheriff's Department located at 68137 Hammond Road, St. Clairesville, OH 43950, hereinafter referred to as "Client and Swanson Services Corporation with principal offices located at 1133 Pennsylvania St, Denver Co 80203, hereinafter referred to as "Swanson".

WITNESS TO:

Whereas, Client desires to avail itself of Swanson's services, and Swanson desires to provide such services to Client, in consideration of mutual covenants and agreements hereto set forth; the parties intending to be legally bound, hereby agree to as follows:

SECTION ONE: CLIENTS GRANT TO SWANSON

Client grants to Swanson, as an independent contractor, the exclusive right to sell commissary or food products and any other items which are charged to the residents account balance; including but not limited to debit phone cards, to the residents of the Belmont County Sheriff's Department located at 68137 Hammond Road, St. Clairesville, OH 43950, such location referenced herein as "premises" and any future locations managed by Client. Charges, by the Client, to a resident's account for services the Client provides to such resident, are excluded from this provision.

SECTION TWO: SWANSON'S RESPONSIBILITIES

A. Pursuant to the provisions of this agreement, Swanson will purchase and maintain at high standards of quality, a mutually agreed upon number and type of inventory items, at mutually agreed locations for the sales of food products, non-alcoholic beverages, tobacco products and other such articles; and will keep such inventory adequately serviced and supplied, with the appropriate merchandise in good quality. Swanson warrants that initial price list is subject to ordinary price adjustment that, from time to time, is necessary due to market factors beyond the control of Swanson during the term of this agreement.

B. Swanson agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

C. All records will be kept on file by Swanson for a period of three (3) years, from the date which record is made. Upon reasonable notice, Swanson will give Client, or Client's authorized representative, the privilege of inspecting, examining and auditing, during normal business hours and with reasonable advance notice, such of Swanson's records directly relevant to clients purchases. The cost of such inspection, examination or audit shall be the sole expense of Client. Such inspections shall take place at the Swanson location where said records are normally maintained.

D. Shipment of orders will be FOB: Dock

E. Only provisions contained in Swanson's proposal dated, October 2010, agreed to in writing, and attached as an exhibit to this agreement, are made a part of this agreement.

F. Swanson agrees to provide phone support for Swanson's software on a 24 hour, 7 days per week basis.

G. Swanson agrees to provide OnSite hardware support and maintenance on Swanson owned hardware. After installation of Swanson Software on Client's Hardware, Client agrees to compensate Swanson for direct, actual expenses related to providing support and maintenance on Client's Hardware.

SECTION THREE: CLIENTS RESPONSIBILITIES

A. It shall be the sole responsibility of Client to insure that Client's employees follow and adhere to the accounting system provided by Swanson, and operating procedures presented during initial training provided by Swanson. This includes, but is not limited to, balancing cash drawers, daily trust fund balancing, weekly trust fund balancing and monthly check book and bank reconciliation.

B. It shall be the sole responsibility of the Client, to train replacement or relief personnel in processing commissary, and/or in maintaining the accounting system, provided by Swanson. Under no circumstance will Swanson be responsible for the integrity of the accounts or account balances maintained by Client. Should Client request additional training and support of Swanson, such training and support will be provided at a fee, mutually agreed to in writing, by the parties.

C. Client or Client's staff will adhere to mutually agreed to time frame for commissary order and delivery procedures, where delivery to residents is provided by Swanson staff.

D. Client shall promptly, and in a timely manner, notify Swanson of any changes in Client's Hardware, Software or Operating Procedures; that in any way affect Swanson's hardware, software or Swanson's performance under this agreement.

E. If Client delivers orders to the inmate. Client will accurately account for and deliver commissary orders shipped by Swanson, notifying Swanson immediately of any discrepancy.

F. With any interface. Client will insure that Client's Hardware or Software in no way results in the disruption of Swanson's Hardware or Software operating systems, files or file structure.

SECTION FOUR: FINANCIAL ARRANGEMENTS

A. Client agrees to reimburse Swanson each week for all purchases from Swanson.

B. **Swanson** is responsible for the payment of any sales fees, or other taxes, levied against the sales or performance under this contract.

C. Swanson agrees to remit any payments due Client within fifteen (15) days following the end of Swanson's fiscal accounting period.

D. Nothing in this agreement shall allow either party to withhold or refuse payment of any money due for service provided, in full compliance with the terms of this agreement.

SECTION FIVE: EMPLOYEES

A. Parties to this Agreement recognize that employees of Client are not employees of Swanson and employees of Swanson are not employees of Client.

B. During the term of this Agreement, and for a period of two (2) years from the termination of this agreement, including any renewal or extension of this agreement; the parties agree not to hire, and not to offer to hire, any employee or former employee of the other party, without the express written consent of that party.

SECTION SIX: COMMENCEMENT

This Agreement shall become effective as of the commencement date of service, and shall remain in effect for three (3) years with two (2) one (1) year renewals, unless sooner terminated as herein provided. The commencement date of this contract shall be 20. It shall thereafter renew itself automatically for similar terms until notice of termination, in writing, is given by either party by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term thereof.

SECTION SEVEN: TERMINATION:

A. The following may not be a cause for termination of this agreement:

1. Any responsibility of Client referred to in Section Three: Responsibilities, of this agreement.
2. Failure of any third party delivery service to deliver a Swanson shipment in a timely and satisfactory manner.

B. This Agreement may only be terminated under the following circumstances:

1. Upon mutual agreement of both Client and Swanson, upon 30 days written notice.
2. For Cause, in the following manner:

a. If either party shall refuse, fail, or be unable to perform any of the terms of this agreement for any reason, other than excused performance stated in other sections of this agreement. The party claiming such failure shall give the other party written notice of such breach listing the event and necessary documentation supporting such breach.

b. Within 30 days, both parties shall meet and discuss the claimed breach, and set forth a mutually agreed upon resolution to such breach, and the time-line for correcting such breach in a manner satisfactory to both parties. Such resolution and time-line must be in writing, agreed to and signed by both parties.

c. If, a mutually agreeable resolution is not achieved, or if at the end of such time line, the agreed upon resolution and time-line are not being met; the injured party may cancel this agreement effective ten days (10) after the end of said agreed time line, or failure to mutually agree to a resolution.

C. Liquidated Damages:

1. Client agrees that Swanson must expend considerable time and resources in the implementation, training and execution of this agreement and that cancellation, for any reason, prior to completing the full term of this agreement, will result in Swanson suffering substantial losses.

2. In the event of any cancellation or defacto cancellation, (whereby Swanson is hindered in any way, or not allowed to perform and be paid for services to the fullest extent and intent of the agreement), Client agrees that Swanson shall be entitled to Liquidated damages. Such Liquidated damages are established as being equal to five (5) percent of the sales remaining to be realized under this agreement.

Unrealized sales shall be determined by calculating the highest weekly sales average experienced in the preceding twelve months. Such annual sales average shall be utilized in determining the total sales for the remaining years of portions of years of the term of this agreement or extensions thereof.

In an agreement that has optional or renewal or extension terms, any and all such terms shall be deemed to be part of the total term, in calculating the remaining term of this agreement. Such Liquidated damages shall be paid to Swanson within five business days following date of termination.

3. Should Client fail to compensate Swanson for its Sales and/or any Liquidated damages outlined herein, Swanson shall be entitled to one and one-half (1.5%) percent interest, per month on any outstanding balance owed Swanson. Further, Client shall be responsible for all costs Swanson may incur in collection of such balance including, but not limited to, reasonable collection and/or attorney's fees.

SECTION EIGHT: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that subject to applicable terms and conditions set forth in the direct sales to client financial arrangement, if such is used; an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Swanson are not nor shall be deemed to be employees of Client; and that employees of Client are not nor shall they be deemed to be employees of Swanson.

SECTION NINE: SWANSON'S TITLE TO THE SOFTWARE AND HARDWARE

A. All software installed by Swanson pursuant to the Agreement is proprietary, copyrighted and a patent application on file with regard to, not only the software, but also the operating technology involved in Swanson's services. This software and technology, shall at all times, remain the property of Swanson, with title and all rights vested in Swanson. Client shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Swanson.

B. All hardware installed by Swanson shall remain the property of Swanson, unless purchased by Client.

C. All Maintenance, repair, or replacement of hardware shall be the responsibility of: **Swanson**

SECTION TEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

SECTION ELEVEN: ASSIGNMENT

Neither Swanson nor Client may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

SECTION TWELVE: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services; and there are no other or further written, or oral, understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of Swanson and Client. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein.

SECTION THIRTEEN: NOTICES

All notices to Client shall be addressed to:
Belmont County Sheriff's Department
68137 Hammond Road
St. Clairesville, OH 43950

All notices to Swanson shall be addressed to:
Swanson Services Corporation
1133 Pennsylvania St
Denver, Co 80203

SECTION FOURTEEN: GOVERNING LAW

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

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals of the day and year first above written.

BELMONT COUNTY SHERIFF'S DEPARTMENT

SWANSON SERVICES CORPORATION

By: _____
TITLE: _____

By: _____
TITLE: _____

(TYPED NAME OF OFFICIAL SIGNING)

(TYPED NAME OF OFFICIAL SIGNING)

DATE APPROVED: 11/10/10

APPROVED AS TO FORM:

Charles R. Probst, Jr. /s/

David K. Liberati /s/ Assistant

Ginny Favede /s/

PROSECUTING ATTORNEY

Matt Coffland /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: JAIL COMMISSARY – Mrs. Favede explained the Sheriff is replacing the commissary as we see it today. It will become an order and delivery service. The residents of the jail will put in an order via telephone. This is more efficient and a profit is received. The deputies will no longer need to handle the inmate's money. Inmate's families can place money on a card similar to a gift card. An automated ATM type machine will be used. Deliveries will be made twice per week. When the inmates are released from jail, they will receive a debt card with any remaining balance due them.

OPEN PUBLIC FORUM – Pease Township Trustee Mike Bianconi stated they had applied for CDBG funds and were awarded the same last year for paving. He said the roads are being done now by Lash Paving who is doing a wonderful job. He also noted the Belmont Co. Sanitary Sewer District (water and sewer divisions) helped out and shared costs with the township. He said he intends to apply for more monies next year. He advised the Water and Sewer Department are doing an excellent job.

Mr. Bianconi said that the 911 Board held an informational meeting recently that the Commissioners attended and listened about the huge financial burden that is about to be placed on this agency for upgrading. He stressed upon the board the need for them to be aware of this upcoming financial burden. He advised the 911 Board is looking to other agencies for help with funding. Mrs. Favede advised that technology is changing and growing and the system that 911 operate on is being rendered obsolete. Mrs. Favede stated the board is committed to do everything possible to deal with that situation and getting everybody on board and working as a team. Mr. Coffland noted that the 911 system is used now more than ever due to all the cutbacks in the municipalities, villages and cities. This does not affect just rural Belmont County, but all of it. Mr. Probst advised that is a state EMA meeting next week regarding 911. They are going to list a number of grants that could be available to do the upgrades. Mr. Probst will be attending that with Robyn Marshall of 911 and Dave Ivan of EMA.

1:00 p.m. BUDGET HEARING-Common Pleas Court/Magistrate

Present were Judge Solovan, Connie Pollock, Paula Houston, Kathy Curfman and Ed Gorence.

A combined Common Pleas 2011 proposed budget was presented and compared to 2010 budget. Judge Solovan said in 2010 they tried to make cuts due to the county's dire straits, but might not be able to continue to do so in the future. Juror fees in Common Pleas Court budget is an issue. The money gets paid into General Fund when collected, not the court. In 2010, they assumed a portion of the Mediation (\$15,000.00) and Adult Probation officer (\$19,500.00) salaries. They cannot pick this up in 2011. 2010 salaries were \$13,000.00 short due to an employee being omitted from their budget in error. 2011 budget is an increase of \$47,501.62 from last year. They are under 2009 budget by \$10,000.00-\$15,000.00, but over 2010. The grant for Adult Probation Officer Bill Artrip's salary may end. They are looking for sources to fund themselves in the following years.

Kathy Curfman of the Magistrate's Office said their 2010 budget was \$132,373.00 and they are asking for the same in 2011.

Mrs. Favade advised budget requests are approaching \$700,000.00 over last year and said this is a tough budget to balance with the anticipated certification being the same as last year.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:10 P.M.

Motion made by Mrs. Favade, seconded by Mr. Probst to adjourn the meeting at 2:10 p.m.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

Read, approved and signed this 17th day of November, 2010.

COUNTY COMMISSIONERS

We, Ginny Favade 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