

St. Clairsville, Ohio

September 21, 2011

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 Mr. Coffland, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-BP	Gasoline-Coroner/General Fund	606.00
A-McGhee & Co.	Supplies/General Fund & Probate Court Computer Fund	346.90
A-URISA	Registration Fee-GIS Projects/General Fund	400.00
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	1,378.10
C-John A. Vavra	Attorney fees/Indigent Guardianship Fund	187.50
C-Pure Water Finance	Water/Mediation Fund/Probate Court	79.95
G-Belmont Co. Tourism Council, Inc.	September Operating Expenses/Lodging Excise Tax Fund	20,000.00
J-Thomas Jeep Eagle	2011 Jeep Compass-Real Estate Division/Real Estate Assessment	22,182.50
K-SEOCEA	Registration Fee/Engineer MVGT	40.00
P-Anthony & Jessica Humphrey	Refund/WWS#2 Revenue Fund	46.85
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	33,013.48
P-Michael Kerr Consulting	Services/BCSSD Funds	700.00
P-Municipal Utilities	Purchased water/WWS#3 Revenue Fund	357.12
P-Ohio Rural Water Association	Membership Renewal/BCSSD Funds	800.00
P-Treasurer State of Ohio	Cooperative Purchasing Program/BCSSD Funds	170.00
P-W.W. System #3	Purchased water/WWS#2 Revenue Fund	39,169.87
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	180.47
S-AT&T Mobility	Internet/Northern Div. Ct. Computer Fund	65.14
S-Davison Electric Company, Inc.	Repairs/Oakview Juvenile Residential Center	4,450.00
S-Morse Watchmans Inc.	Repairs/Oakview Juvenile Residential Center	5,618.01
S-The Times-Leader	Advertisement for roof replacement/In Home Care Levy-Comm on Aging	293.48
T-Ike Guerrera	Refund/Water and Sewer Guarantee Deposit Fund	1.33
W-Reliable Supplies	Supplies/Prosecutor's Victim Program	222.20
Y-Martins Ferry, City of	Resurfacing Various Streets/County Motor Vehicle License Tax Fund	54,000.00

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for September 21, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$23,020.77; \$15,087.55
A-GENERAL/CORONER	\$6,810.00
A-GENERAL/EMA	\$394.08
A-GENERAL/JUVENILE COURT	\$464.29
A-GENERAL/SHERIFF	\$8,431.29
B-Dog and Kennel	\$3,032.70
H-Job & Family, CSEA	\$3,406.52
H-Job & Family, Public Assistance	\$934.35; \$4,151.10; \$7,464.72; \$7,412.01; \$1,712.98 \$589.47
H-Job & Family, WIA	\$17,153.44
K-Engineer's MVGT	\$23,973.08; \$11,176.93
M-Juvenile Ct. – Placement Services	\$32,725.00
M-Juvenile Ct. – Alternative School	\$199.50
M-Juvenile Ct. – Title IV-E Reimb.	\$1,797.74
P-Sanitary Sewer District	\$1,141.92; \$9,135.44; \$22,643.62; \$1,410.28; \$8,574.25
S-Job & Family, Children Services	\$3,434.57
S-Juvenile Ct. Computer Fund	\$259.55
S-Oakview Juvenile Residential Center	\$1,363.91
S-Sheriff Commissary	\$809.95
S-Sheriff CCW	\$2,260.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0253-A008-D03.000 Crippled Children Aid	\$ 9,910.00
E-0051-A001-A28.000 Other Expenses	E-0256-A014-A01.000 Co. Bldgs, CORSA	\$ 7,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN GENERAL FUND

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

FROM	TO	AMOUNT
E0051-A001-A50.000 Budget Stabilization	E-0051-A001-A27.007 Unemp (Law Lib and Park Health employees)	\$3,068.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE GENERAL FUND/JUVENILE COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the General Fund.

FROM	TO	AMOUNT
E-0082-A002-C31.002 Salaries	E-0082-A002-C32.010 Supplies	\$ 5,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0121 A006-B02.002 Salaries	E-0121-A006-B03.010 Supplies	\$1,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	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-C10.004 Workers Comp	E-0141-A001-C11.000 Other Expenses	\$ 2,494.51
E-0141-A001-C10.004 Workers Comp	E-0141-A001-C07.000 Travel	<u>200.00</u>
	TOTAL	\$2,694.51

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 BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
SSD#3A E-3706-P055-P15.000 OE Oper	SSD#3A E-3706-P055-P05.000 Materials	\$ 1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
E-3702-P005-P31.000 OE OPER	E-3702-P005-P28.000 TRAVEL & EXP	\$60.00
E-3705-P053-P01.002 SALARIES	E-3705-P053-P09.000 SEW DISPOSAL	\$30,000.00
E-3705-P053-P15.000 OE OPER	E-3705-P053-P07.011 SERVICES	\$10,000.00
E-3706-P055-P01.002 SALARIES	E-3706-P056-P07.011 SERVICES	\$5,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$ 1,600.84

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 BELMONT CO. SENIOR PROGRAMS FUND**

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

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S07.010 Supplies	10,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S08.000 Travel	5,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S09.000 Other Expenses	5,000.00

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 GENERAL FUND-SUPPLEMENT EQUIP/CO RECORDER**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund-Supplement Equip/Co Recorder.

FROM	TO	AMOUNT
E-1210-S078-S14.006 Hospitalization Insurance	E-1210-S078-S10.002 Salaries	\$ 800.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BCSSD WWS#3 REVENUE FUND TO WWS#3 BOND FUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between the WWS#3 Revenue Fund to the WWS#3 Bond Funds.

FROM	TO	AMOUNT
WWS#3 REVENUE	WWS#3 BONDS	
E-3702-P005-P34.074 O.E. Transfer Out	R-9201-O004-O06.574 Phase I – Transfer In	13,616.38
E-3702-P005-P34.074 O.E. Transfers Out	R-9204-O007-O06.574 Phase II – Transfer In	34,989.58

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
SSD#2 REVENUE FUND AND THE SSD#2 SEWER BOND FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between the SSD #2 Revenue Fund and the SSD #2 Sewer Bond Fund.

FROM	TO	AMOUNT
SSD#2 REVENUE FUND	SSD#2 SEWER BOND FUND	
E-3705-P053-P16.074 Transfer Out	R-9203-O006-O08.574 Bond Account Transfer In	22,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
BCSSD WWS#3 REVENUE FUND TO BOND RETIREMENT –
WATERLINE EXTENSION PROJECT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the WWS#3 Revenue Fund to the WWS#3 Revenue To Bond Retirement – Waterline Project Fund.

FROM	TO	AMOUNT
WWS#3	BOND RETIREMENT- WATERLINE EXT. PROJ.	
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$ 40,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
MENTAL RETARDATION FUND TO COMMUNITY MR/DD RESIDENTIAL SERVICES**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds from the Mental Retardation Fund to Community MR/DD Residential Service Fund.

FROM	TO	AMOUNT
MENTAL RETARDATION FUND	COMMUNITY MR/DD RESIDENTIAL SERVICE	
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$ 400,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
MENTAL RETARDATION FUND TO MR/DD MEDICAID RESERVE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds from the Mental Retardation Fund to MR/DD Medicaid Reserve Fund.

FROM	TO	AMOUNT
MENTAL RETARDATION FUND	MR/DD MEDICAID RESERVE FUND	
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$ 600,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JUNE, JULY AND AUGUST, 2011**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds

for Waived Hospitalization for the months of June, July & August 2011.

FROM	GENERAL	TO	AMOUNT
E-0256-A014-A09.006	GENERAL	R-9891-Y091-Y03.500	6,333.31
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	1,000.00
E-2226-T079-T01.002	WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.43
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	640.02
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	88.13
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	68.08
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	15.01
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	5.65
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	250.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	0.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,749.99
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	833.33
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	1,000.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	500.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,499.99
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	250.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006	VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS WESTERN CT. GEN. SPEC.	R-9891-Y091-Y03.500	0.00
E-1551-S088-S03.006	PROJECTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		19,249.94

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 GENERAL FUND/SHERIFF DEPT.**

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 September 21, 2011.

E-0131-A006-A04.002 Salaries - Road \$ 1,162.88

Note: Workers Comp wages paid to Dep. Thomas J. Gorza

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 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 September 21, 2011.

E-1810-L001-L01.002 Salaries \$ 8,785.00

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 N026 MT. VICTORY WATERLINE EXT.
CONSTRUCTION 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 September 21, 2011.

N026 MT. VICTORY WATERLINE EXT. CONSTRUCTION

E-9026-N026-N05.013 Contract Projects \$ 25,790.74

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 N041 ISSUE TWO MONIES 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 September 21, 2011.

N041 ISSUE TWO MONIES

E-9041-N041-N10.055 Project Payments \$ 418,578.42

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 N58 CAPITAL PROJECTS/SARGUS REMODELING 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 September 21, 2011.

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REAPPROPRIATED

CAPITAL PROJECTS FUND/SARGUS REMODELING

**E-9058-N058-N02.013 PO CLOSED \$2,609.87

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND AND
N.S.L.A. OAKVIEW JUVENILE S031 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 September 21, 2011.

OAKVIEW JUVENILE REHAB S030

E-8010-S030-S72.000 Capital Repairs 10,415.70

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000 Food (Meal Tickets) 60.00

E-8011-S031-S02.000 Food (NSLA) 1,531.99

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 S33 DISTRICT DETENTION HOME
SPECIAL REVENUE FUNDS**

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 September 21, 2011.

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REAPPROPRIATED

SPECIAL REVENUE FUNDS

**E-0910-S033-S036.012 PO CLOSED \$115.84

**E-0910-S033-S063.012 PO CLOSED \$ 35.65

TOTAL \$ 151.49

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 S066 MENTAL RETARDATION 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 September 21, 2011.

E-2410-S066-S53.100 Other Expenses ARRA \$ 2,107.95

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 S066 MENTAL RETARDATION 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 September 21, 2011.

E-2410-S066-S87.000 Shared Functions \$ 27,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated September 21, 2011, 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. Coffland Yes
Mr. Probst 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. **GENERAL FUND - \$ 15,588.30** paid into R-0050-A000-A17.500 St. C Senior Center Rent on Sept. 20, 2011 for balance due from Belmont Senior Services for Thoburn rent for year 2010.

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:

DJFS – Lori Bittingle, Donna Stadman & Shirley J. Case to travel to Cambridge, OH, on Sept. 22, 2011 to attend HEAP Training. Estimated expenses: \$36.00

Christine Parker to travel to ODJFS Air Center Bldg., on Sept. 27, 2011 for a one day meeting on Placement Functionality in SACWIS. Jennifer Fietz and William Marinacci to travel to Columbus, OH, on Sept. 29, 2011 for a Symposium on Meaningful Visitation. Estimated expenses: \$36.00

Various Senior Center one day outings in September, 2011. Estimated expenses: \$60.00

ENGINEER – Steven Clark, Sign Worker, to travel to Logan, OH, on Oct. 20, 2011, to attend Sign Retroreflectivity seminar.

VETERANS – Lucinda Maupin, Robert Nixon and John Burkett to travel to Columbus, OH, on Sept. 27-30, 2011, to attend Veterans Service Officer training.

Robert Wallace, John Purtiman, John Zingo and the office staff to travel to Cambridge, OH, on Oct. 5, 2011, to attend their Regional Training.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 10, 2011.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ALLOCATION TO THE BELMONT COUNTY DOD/CIC FOR 4th QUARTER 2011

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the allocation of \$ 18,750.00 to the Belmont County Department of Development/Community Improvement Corporation for program operations for the 4th quarter of 2011.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE BELMONT COUNTY GENERAL FUND AND DISTRICT DETENTION HOME FUND S33

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer between the Belmont County General Fund and the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0051-A001-A33.000 Dist Detention Home (4 th quarter monies for 2011)	R-0910-S033-S20.574 Transfers In	\$115,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIDDEN SPRINGS
FOURTH ADDITION
RICHLAND TWP. SEC 18, T-7, R-4

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date September 21, 2011

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Hidden Spring 4th Addition, Richland Township Sec. 18, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Cindi Henry, F.O., Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 28th day of September, 2011, at 11:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT
FOR MARY ELIZABETH FRENO DBA FRENO'S BAR
PULTNEY TOWNSHIP, NEFFS, OHIO

Motion made by Mr. Coffland, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D5 liquor permit number 2917431 for Mary Elizabeth Freno, DBA Frenos Bar, 53990 Pike St., Pultney Twp., Neffs, OH 43940. There have been no objections received and the Board of County Commissioners has no objections to the permit

Note: *D5-Spirituous liquor for on premises consumption only, beer and wine for on premises, or off premises in original sealed containers, until 2:30am.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT
FOR HARTLEY COMPANY, DBA THE HARTLEY COMPANY,
PEASE TOWNSHIP, MARTINS FERRY, OHIO

Motion made by Mr. Coffland, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new liquor permit number 3642873-0005 for Hartley Company, DBA The Hartley Company, 507-11 Crawford Broadway, Pease Twp., Martins Ferry, OH 43935. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: *C1 permit- Beer only in original sealed containers for carry out only until one a.m.*
C2 permit-wine and certain prepackaged mixed drinks in sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE DIRECTOR
OF THE BCSSD TO OFFER EMPLOYMENT FOR A
BILLING CLERK I POSITION

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize Mark Esposito, Director of the Belmont County Sewer District, to offer employment for the advertised Billing Clerk I position in his department that became open due to a retirement.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RENEWAL OF
THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT
BETWEEN BCDJFS AND CINDY BACON TO PROVIDE
FAMILY TEAM MEETING SERVICES

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign a renewal of a Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of eighteen thousand dollars (\$18,000.00), effective July 1, 2011 through June 30, 2012 to provide **Family Team Meeting** services for Belmont County Children Services Department.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Family Team Meeting Facilitator

Whereas, this contract, entered into on this **1st**, day of **July, 2011**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Family Team Meeting Facilitation that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

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

II PARTIES

The parties to this agreement are as follows:

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

Contractor: Cindy Bacon
47791 Barlow Road
St. Clairsville, OH 43950
740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2011. 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, 2012.

IV DEFINITIONS

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

Allowable Costs

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

Participants

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

Performance

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

Proportional payment

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

Services

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor will facilitate assigned meetings that will be held over the entire period of ongoing services, beginning with a meeting within 30 days of case transfer to ongoing services, and with additional meetings at critical events if deemed appropriate by Agency management staff. Family Team Meetings are to be scheduled at a minimum every ninety (90) days.
2. Trained facilitators are contractors of the Agency and do not have direct line responsibility for the case.
3. Facilitator cannot have immediate active involvement with the family prior to assignment.
4. Contractor responsibilities include: arranging the meetings, helping assure participants attend and know what to expect, and supporting the family in the meetings and in preparing for them.
5. The Family Team Meeting process includes at least these components: agenda, introduction, information sharing, planning, establishing and maintaining direction, and decision process.
6. Family Team Meeting contractor must attend meetings, trainings and conferences scheduled by Protect Ohio Consortium regarding Family Team Meetings.
7. Contractor agrees to attend and participate in SAR meetings in addition or in lieu of required quarterly scheduled meetings if appropriate.
8. Contractor agrees to provide agency with an emergency contact number.
9. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
10. Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
11. Contractor shall meet all service requirements of this contract.
12. 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.
13. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

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

D. Performance Standards

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

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

E. Performance Reporting

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 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.
2. Agency agrees to compensate contractor (\$30) thirty dollars for each billable hour. Billable hours include: arranging, attending, documenting, travel for required training and ancillary meetings.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 35¢ per mile for travel for attendance at trainings and meetings for the purpose of Family Team Meetings.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$30	Total

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

F. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Protect Ohio funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$18,000**. All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 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.

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

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.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for

at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended,

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>9-19-11</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Matt Coffland /s/</u>	<u>9/21/11</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr., /s/</u>	<u>9/21/11</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>9/21/11</u>
Belmont County Commissioner	Date
<u>Cindy Bacon /s/</u>	<u>9/21/11</u>
Cindy Bacon	Date
<u>David K. Liberati /s/ (Assistant)</u>	<u>9-20-11</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RENEWAL OF THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND CINDY BACON TO PROVIDE KINSHIP SUPPORT SERVICES

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign a renewal of a Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Cindy Bacon in the maximum amount of eighteen thousand dollars (\$18,000.00), effective July 1, 2011 through June 30, 2012 to provide **Kinship Support Services** (homestudies) for Belmont County Children Services Department.

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

Whereas, this contract, entered into on this 1st day of July, 2011, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Cindy Bacon (hereinafter "Contractor"), is for the purchase of the performance of the following services: Kinship Support Services that meet the requirements and standards of the Protect Ohio IV-E Waiver and Participation Agreement with the State of Ohio and the rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

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

II PARTIES

The parties to this agreement are as follows:

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

Contractor: Cindy Bacon
47791 Barlow Road
St. Clairsville, OH 43950
740-298-1898

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2011. 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, 2012.

IV DEFINITIONS

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

Allowable Costs

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

Participants

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

Performance

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

Proportional payment

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

Services

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

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

C. Purchaser Responsibilities

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

D. Performance Standards

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

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

E. Performance Reporting

1. Contractor will complete monthly billing and provide to the Purchaser an itemized invoice for services provided and incorporated into this agreement. These reports are due on the 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.
2. Agency agrees to compensate contractor (\$30) thirty dollars for each billable hour. Billable hours include: phone and direct contact with Kinship Caregiver, collateral contacts, case review and travel time.
3. Agency agrees to reimburse for meals and lodging in accordance with agency's Travel Allowance policy.
4. Agency agrees to reimburse Contractor at a rate of 35¢ per mile for travel for homevisits and for attendance at trainings and meetings for the purpose of Kinship Support Services. Contractor will use agency expense form.
5. Hours billed will not exceed 10 hours per week, or 18 hours on weeks when a training is scheduled.
6. Monthly bill will be submitted as follows:

Date	Family	Start Time	End Time	Total Hours	X \$30	Total

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

F. Evaluation and Monitoring

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

VI AVAILABILITY OF FUNDS

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

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the 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.

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

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.

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

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

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>9-19-11</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Matt Coffland</u>	<u>9/21/11</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>9/21/11</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>9/21/11</u>
Belmont County Commissioner	Date
<u>Cindy Bacon /s/</u>	<u>9/20/11</u>
Cindy Bacon	Date
<u>David K. Liberati /s/ (Assistant)</u>	<u>9-20-11</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING COMMISSION PRESIDENT
TO EXECUTE THE EXHIBITOR'S LICENSE AGREEMENT BETWEEN
THE OHIO VALLEY MALL CO. AND THE COMMISSIONERS
ALLOWING BELMONT CO. EMA TO SET UP THE KIDS' FIRE SAFETY HOUSE**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize Commission President Matt Coffland to execute the Exhibitor's License Agreement between the Ohio Valley Mall Company and the Belmont County Commissioners, effective October 14, 2011 through October 17, 2011, for the purpose of allowing the Belmont County EMA to set up the **Kids' Fire Safety House** at the Ohio Valley Mall's Fall Festival.

LICENSE AGREEMENT

Exhibitor's Agreement

This License Agreement is made and entered into on August 10, 2011, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 44504-0186 ("Licensor") and Belmont County Commissioners, having offices at 101 West Main Street, St. Clairsville, OH 43950 ("Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on October 14, 2011, and expires on October 17, 2011, unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in the Fall Festival. Licensee's participation is titled, categorized, or described as follows: Fall Festival for the purpose to set up the Fire Safety House as an interactive & informational display from noon – 3 pm on October 15, 2011. The fire safety house will be on display October 14-16, 2011.

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of co-insurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on a claims made basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or

existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or invitees. Such insurance shall name Licensor as an additional insured. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted third parties and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this agreement shall impede or transfer any such responsibility from one to the other.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

18. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

LICENSOR:

By: _____

Its: _____

LICENSEE

Jayne Long /s/

By: Matt Coffland /s/

Its: President, Belmont Co. Board of Commissioners 9/21/11

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – RE: GAS DRILLING: Joe Miller and Jim Conrad, union representatives for Carpenters Local No. 186 attended today’s meeting to ask the boards’ support for the local workers and their desire to be included in the oil and gas boom that has come into our area. They said they also were representing the 6000 members of the Upper Ohio Valley Building and Trade. It has been estimated that there is 20-30 years worth of work here in the gas industry. Mr. Miller advised their members are qualified to handle the construction, infrastructure and laying of pipelines. The union is asking all governmental representatives to adopt a resolution encouraging the oil and gas companies to hire local workers. The board assured them that they are doing their best to contact the companies to request that they support our local labor forces that live and work here and whose paychecks support our local economy. The board fully supports the efforts of the local workers to be a part of the economic opportunities available in Belmont County and the surrounding areas due to the oil and gas boom.

OPEN PUBLIC FORUM CONTINUED: Lansing resident Debbie Bennington was present to voice her opinions concerning flooding problems that continue to occur near and on her property. She claims to have lost 15 feet of her property in the last flood. She said debris in the creek causes the water to be redirected onto her property. Commissioner Coffland advised the board had put aside some money from the general fund for creek clean-up efforts, but funds are limited and were distributed throughout different portions of the county. The board offered to look into her problem and seek advice from the Belmont Co. Sanitary Sewer District on her complaints regarding the sewer system. Township Trustee Mike Bianconi said commissioners have allocated funds and done a great job on the creek cleanups. He noted it is sometimes hard to get right of way authorization from property owners to get to some of the areas.

IN THE MATTER OF 911 UPDATE PRESENTED BY 911 DIRECTOR ROBYN MARSHALL AND AND SHERIFF FRED THOMPSON

Also present were Doyle Crooks and Bryan Minder of 911. The Sheriff stated after recently meeting with his road sergeants they still have dispatching concerns that need ironed out. Mrs. Marshall said the 911 center has not received any complaints, but not all agencies are following the same policies and procedures. 911 Board member Mike Bianconi stressed the need for all entities to follow the same dispatching procedures. He said he will attend the next Police Chiefs meeting to discuss the issue. Sheriff Thompson said he would come up with a policy on time checks, etc. Mr. Probst advised him to bring any new policy to the Board of Commissioners and then to 911 as any changes in operation have to come before the Board of Commissioners first. Mr. Crooks said there is a standard operating procedure in place but some officers don’t follow it, especially at night. Robyn advised that the Alledonia 911 tower took a lightning strike and Staley’s is working on the problem. A new amp has been ordered and is to be overnited. Commissioner Coffland requested another update be given in 30 days.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:15 P.M./BELMONT COUNTY POST AUDIT

Motion made by Mr. Coffland, seconded by Mr. Probst to enter executive session with representatives from the State Auditor’s Office, Belmont County Auditor’s Office, et al, pursuant to ORC 121.22 (G)(5) Confidential Matters concerning the Belmont County Post Audit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:00 P.M.

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION WAS TAKEN.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 1:01 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into executive session with Judge John Vavra and Judge Frank Fregiato, County Court Clerks Rosalee Ralston and Donna Cottage and Sheriff Fred Thompson and Jail Administrator Brent Carpenter, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:45 P.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION WAS TAKEN.

BREAK

**RECONVENED THURSDAY, SEPTEMBER 22, 2011
PRESENT: COMMISSIONERS MATT COFFLAND AND GINNY FAVEDE
ABSENT: COMMISSIONER CHARLES R. PROBST, JR.**

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:50 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Don Pickenpaugh, Belmont County GIS Director, pursuant to ORC 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

NOTE: Commissioner Probst joined the executive session held at the GIS office. Commissioner Favede did not attend.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:00 P.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:01 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 12:01 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 28th day of September, 2011.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK