

St. Clairsville, Ohio

January 23, 2008

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Gordie W. Longshaw, Charles R. Probst, Jr. and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of January 16, 2008, were read, approved and signed.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE 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. Thomas, 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-AMCJO, Inc.	Conference fees-Eastern Ct./General Fund	180.00
A-Cardmember Service, ELAN	Nov. & Dec. expenses-G. Longshaw/General Fund	512.02
A-Columbia Gas	Dec. service-Thoburn/General Fund	3,072.37
A-Donald Harr	Reimb. Gasoline/General Fund	72.96
A-GIS Services	Annual Support-GIS Projects/General Fund	550.00
A-Embassy Suites Dublin Hotel	Conference-Eastern Ct./General Fund	252.18
A-ESRI Sales, Inc.	Annual Maintenance-GIS Projects/General Fund	7,016.00
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
A-Pitney Bowes	Postage-Eastern Ct./General Fund	612.00
A-Reserve Account	Postage-Eastern Ct./General Fund	2,000.00
A-U.S. Postal Service	Postage/General Fund	25,000.00
B-BCN Telecom	Dec. phone service/Dog and Kennel Fund	169.91
B-Crossroads Counseling Services	Counseling-Eastern Ct./Indigent Drivers Alcohol Fund	218.00
G-Belmont Co. Tourism Council	January operating expenses/Lodging Excise Tax	20,000.00
K-Ohio AFSCME Care Plan	Dental & Drug Coverage/Engineer MVGT Fund	1,656.00
K-Ohio AFSCME Care Plan	Dental & Drug Coverage/Engineer MVGT Fund	4,600.00
N-Ohio-WV Excavating Co.	Project 07-8 Slip Repair-Cats Run/Rd. & Bridge Impr. & Repair Fund	12,050.00
P-American Electric Power	Dec.-Handel St./WWS#1 Revenue Fund	220.78
P-Apple Scientific, Inc.	Supplies/WWS System #3 Revenue Fund	693.60
P-Belmont Co. Sanitary Sewer	Misc. service/WWS#1 Revenue Fund	4,323.58
S-American Express	Judge's Conference/Juv. Ct. General Special Projects	127.96
S-AT& T	Contract Services-GS/District Detention Home Fund	229.11
S-Maximus, Inc.	Software upgrade/Eastern Div. Ct. Computer Fund	500.00
S-Maximus, Inc.	Support/Probate Court Computer Fund	2,400.00
S-Staples	Supplies/Juv. Ct. Computer Fund & General Fund	1,372.32
Y-Martins Ferry, City of	Road paving Glenhurst St./County Motor Vehicle License Tax Fund	27,500.00

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for January 23, 2008 as follow:

FUND	AMOUNT
A-GENERAL	\$23,745.81; \$4,187.96 \$466.08; \$1,959.51
GENERAL/AUDITOR	\$32,560.08
GENERAL/EMA	\$1,286.50
GENERAL/SHERIFF	\$9,656.60; \$150.00
B-Dog and Kennel	\$1,507.47
H-Job & Family, CSEA	\$4,051.58
H-Job & Family, Public Assistance	\$31,057.00; \$3,408.97; \$18,174.33; \$377.40; \$2,393.33; \$202.86; \$4,165.75
H-Job & Family, WIA	\$64,438.59; \$3,000.00; \$27,209.58
K-Engineer MVGT	\$22,521.65; \$13,254.30; \$1,293.36
M-Juvenile Ct. Placement II	\$323.73
M-Juvenile Ct. Title IV-E Reimb	\$938.00
P-Sanitary Sewer District	\$40,897.01; \$2,018.98; \$42,139.66
S-Certificate of Title Admn Fund	\$171.75
S-District Detention Home	\$8,658.26; \$2,033.07
S-Job & Family, Children Services	\$193.94; \$68,990.94
S-Oakview Juvenile Residential Center	\$2,533.05
S-Sheriff Commissary	\$573.12

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF TRANSFER OF FUNDS WITHIN
THE BELMONT COUNTY DOG AND KENNEL FUND

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County Dog and Kennel fund.

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries, Employees	E-1600-B000-B01.002 Auditor's Clerk	\$ 2,700.00

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFER WITHIN THE 911 FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within the 911 Fund.

FROM	TO	AMOUNT
E-2200-E010-E05.012 Equipment	E-2200-E010-E07.000 Other Exp.	\$ 5,760.00

Note: To pay Sublease of Tower Site to Don Nippert

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER WITHIN FUND FOR CARE AND CUSTODY FUND/JUVENILE COURT

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the Care and Custody Fund.

FROM	TO	AMOUNT
CARE AND CUSTODY	CARE AND CUSTODY	
E-0400-M060-M50.000 Grant Holding Account	E-0400-M060-M30.000 Other Exp.	\$ 14,589.12

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER BETWEEN PLACEMENT SERVICES AND PLACEMENT II FUNDS/JUVENILE COURT

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer between the Juvenile Court Placement Services and Placement II Funds.

FROM	TO	AMOUNT
PLACEMENT SERVICES	PLACEMENT II	
E-0400-M064-M05.000 Placement Costs	R-0400-M075-M07.574 Transfers In	190.08

**Note: The original deposit was placed into the wrong fund.*

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

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

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

FROM	TO	AMOUNT
WWS#2	WWS#2	
E-3701-P003-P31.000 OE Oper	E-3701-P003-P18.010 Supplies	5,000.00
SSD#1	SSD#1	
E-3704-P051-P15.000 OE Oper	E-3704-P051-P02.010 Supplies	4,000.00
SSD#2	SSD#2	
E-3705-P053-P15.000 OE Oper	E-3705-P053-P02.010 Supplies	6,000.00
TOTAL		15,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

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

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

FROM	TO	AMOUNT
WWS#2	WWS#2	
E-3701-P003-P31.000 OE Oper	E-3701-P003-P27.000 Adv & Print	100.00
SSD#1	SSD#1	
E-3704-P051-P15.000 OE Oper	E-3704-P051-P16.074 OE Trans Out	700.00
SSD#3A	SSD#3A	
E-3706-P051-P15.000 OE Oper	E-3706-P055-P11.000 Adv & Print	50.00
SSD#3B	SSD#3B	
E-3707-P053-P15.000 OE Oper	E-3707-P056-P11.000 Adv & Print	10.00
TOTAL		860.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

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

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

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S68.006 Hospitalization, Waived & Life Ins.	\$ 2,500.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFER BETWEEN THE
BELMONT COUNTY GENERAL FUND AND THE
PROSECUTOR'S VICTIM ASSISTANCE FUND W80**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer between the General fund and the Prosecutor's Victim Assistance Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfer Out	R-1511-W080-P07.574 Transfer In	\$5,000.00
VICTIM ASSISTANCE 2008 GENERAL FUND ALLOCATION		

The \$5,000.00 allocation of funds to the Prosecutor's Victim Assistance Fund is part of the required 25% local match necessary to receive the grant funds.

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/CO. COURT PROBATION OFFICER**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 January 23, 2008.

E-0041-A002-H01.002	Salary Probation Officer	\$ 14,322.16
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/CO. COURT PROBATION OFFICER**

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 January 23, 2008.

E-0041-A002-H03.003	Probation PERS	\$ 2,000.00
E-0041-A002-H01.002	Salary Probation Officer	<u>\$ 12,322.16</u>
TOTAL		\$ 14,322.16

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas 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 January 23, 2008.

E-1810-L001-L01.002	Salaries	\$ 13,718.00
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Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE M60 CARE AND CUSTODY FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 23, 2008.

Fund	Title	Amount
CARE AND CUSTODY FUND		
E-0400-M060-M30.000	Other Expenses	7,244.02
E-0400-M060.M50.000	Grant Holding Account	<u>34,000.38</u>
TOTAL		41,244.40

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 23, 2008.

M-67-ALTERNATIVE SCHOOL

M67 Salaries	
E-0400-M067-M01.002	14,739.18
M67 PERS	
E-0400-M067-M02.003	2,063.49
M67 Medicare	
E-0400-M067-M04.005	<u>45.08</u>
TOTAL	16,847.75

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 January 23, 2008.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000 Food (Meal Tickets) 145.00
 E-8011-S031-S02.000 Food (N.S.L.A Payment) 2,012.33

ACTIVITY FUND S032

E-8012-S032-S00.000 Youth Activity Fund 15.20

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 January 23, 2008.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000 Food (Meal Tickets) 50.00
 E-8011-S031-S02.000 Food (N.S.L.A Payment) 2,033.78

TOTAL 2,083.78

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE COMM-BASED CORRECTIONS ACT GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 23, 2008.

E-1520-S077-S01.002 Salaries 11,938.50
 E-1520-S077-S02.005 Medicare 173.00
 E-1520-S077-S06.000 Automobile Exp. 0.00
 E-1520-S077-S08.010 Supplies 6,752.00
 E-1520-S077-S10.000 Communications 0.00
 E-1520-S077-S04.006 Hospitalization 2,489.75
 E-1520-S077-S03.003 P.E.R.S. 1,653.50
 E-1520-S077-S05.004 Workers Comp 215.00
 E-1520-S077-S07.000 Rentals 0.00
TOTAL \$23,221.75

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE DRUG COURT ENHANCEMENT GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw 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 January 23, 2008.

E-1572-T004-T01.011 Drug Court Enhancement Grant \$ 19,935.06

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date January 23, 2008.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 105,997.00

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE VICTIM-WITNESS ASSISTANCE PROGRAM FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 23, 2008.

E-1511-W080-P02.010 Supplies 201.00
 E-1511-W080-P03.000 Travel 175.00
 E-1511-W080-P09.000 Personnel 1,250.00
 E-1511-W080-P13.000 Printing 50.00
TOTAL 1,676.00

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Longshaw Yes
 Mr. Thomas Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 23, 2008.

E-1511-W080-P01.002	Salary	2,300.00
E-1511-W080-P07.006	Hospitalization	1,500.00
E-1511-W080-P05.003	PERS	1,000.00
E-1511-W080-P08.005	Medicare	<u>200.00</u>
TOTAL		5,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

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

BCDJFS – Various employees to various meetings and trainings in January, 2008. Estimated expenses: \$182.33

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

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

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

FEMA-Hazard Mitigation Neffs Fund - \$105,997.00 paid into R-9712-T070-T01.501 on January 23, 2008. Draw No. 3.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

OPEN PUBLIC FORUM – Mr. Dave Totterdale, from Kirkwood Township, expressed his appreciation to Engineer Fred Bennett and the Commissioners regarding the care and maintenance given to roads in both Kirkwood and Flushing Townships. He asked the board to relay his appreciation to Mr. Bennett.

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: January 16, 2008

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF HOLDING A TOWN HALL MEETING
ON FEBRUARY 4, 2008, IN HENDRYSBURG, OHIO**

Motion made by Mr. Longshaw, seconded by Mr. Probst to hold a "Town Hall" meeting on Monday, February 4, 2008 at 5:00 p.m. at the Masonic Building in Hendrysburg, Ohio and to notify the media of the same. The Public is welcome to attend.

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Probst	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO A CONTRACT
WITH TRUMBULL CO. DJFS ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into contract with Trumbull County Department of Job and Family Services, on behalf of Belmont County Department of Job & Family Services in an amount not to exceed \$5,000, effective January 1, 2008 thru March 31, 2008, for technical assistance with the installation of the new computer server for the digital imaging system at BCDJFS Fox-Shannon office.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
TRUMBULL COUNTY BOARD OF COMMISSIONERS
AND**

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

This Agreement made this 1st day of January, 2008, by and between the Trumbull County Board of Commissioners (hereinafter referred to as "Trumbull County") with its principal place of business located at 160 High Street NW, Warren, Ohio 44481 and the Belmont County Board of Commissioners (hereinafter referred to as "Belmont County") with its principal place of business located at 101 West Main Street, St. Clairsville, Ohio 43950-1225 on behalf of the Belmont County Department of Job and Family Services with its principal place of business located at 310 Fox-Shannon Place, St. Clairsville, Ohio 43950-0428 and whose telephone number is (740) 695-1075.

WHEREAS, Belmont County Department of Job and Family Services (hereinafter referred to as "BCDJFS") is in need of assistance to install its server for its digital imaging system for the benefit and the use of its Agency; and

WHEREAS, The Trumbull County Department of Job and Family Services (hereinafter referred to as "TCDJFS"), has the personnel to provide the assistance to install the server for the digital imaging system; and

WHEREAS, TCDJFS is willing to provide their personnel to assist in setting up the server for the digital imaging system; and

WHEREAS, Belmont County desires to utilize the services from Trumbull County and Trumbull County desires to provide the services, do hereby enter into this Agreement pursuant to Ohio Revised Code Section 307.15.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, it is hereby agreed as follows:

Article 1 – Term

The term of this Agreement shall begin on January 1, 2008 and shall continue in force until March 31, 2008.

Article II – Scope of Services

TCDJFS shall provide assistance to BCDJFS in installing their server for their digital imaging system. BCDJFS shall provide the necessary facility, materials, and equipment and shall otherwise do all things reasonably necessary in order to provide BCDJFS an operable server for the imaging system. BCDJFS shall also provide TCDJFS with information necessary, including but not limited to, its computer equipment, operating systems and software which will be needed to set up the server for the digital imaging system.

TCDJFS shall not provide any continued support services once it has completed the installation of the server for the digital imaging system.

Article III – Payment of Services

BCDJFS shall pay for the services rendered not to exceed Five Thousand Dollars (\$5,000.00) for the term of this agreement.

TCDJFS shall submit to BCDJFS an invoice for the reimbursement of all cost. BCDJFS shall, within forty-five (45) days of receipt, pay for the services rendered.

It is understood and agreed that the reimbursement of actual costs shall include but not be limited to wages, fringe benefits, travel, lodging, meals, general and administrative expenses and other costs. Vacation time, sick leave, holidays and other indirect expenses shall not be charged under this Agreement.

Article IV – Disclaimer of Warranties

Trumbull County is a political subdivision of the state of Ohio and therefore is not a merchant and does not regularly engage in the business of supplying such technical services.

Trumbull County expressly disclaims any warranties or representations of any kind to Belmont County with respect to the installation services provided. Trumbull County expressly disclaims any implied warranties of merchantability and fitness for a particular purpose to Belmont County or any persons using the system by way of origin through Belmont County.

Trumbull County has not tested nor examined the server for the imaging system and does not warrant it will operate error free for Belmont County. Trumbull County also does not warrant or represent the server for the imaging system being provided is error or bug free. Belmont County shall use the server for imaging system at its own risk.

Any oral warranties or representations made by Trumbull County’s agents that are inconsistent with this Agreement are merged into and disclaimed to the extent not reaffirmed in this Agreement.

Belmont County acknowledges that the server for the imaging system may contain inherent defects and agrees that Trumbull County shall not be liable for any such defects or the consequences of such defects as manifest themselves within Belmont County’s system(s).

Article V – Independent Contractor

In providing the services under this Agreement, Trumbull County is acting as an independent contractor and not as an agent, representative, or employee of Belmont County. No agency, fiduciary, partnership, joint venture, or employment relationship is intended to be created by this Agreement. Trumbull County represents and warrants that it has secured worker compensation insurance for its staff that will be engaged in the performance of this Agreement and that it has automobile and general liability insurance coverage.

Article VI – Termination

Trumbull County may at any time, by written notice to Belmont County, terminate this agreement in whole or in part either for the convenience of Trumbull County or because of the failure of Belmont County to fulfill its obligations. Trumbull County shall be entitled to compensation for services provided to the date of termination.

Article VII – Consequential Damages

Neither party shall be held liable for anticipatory profits or consequential damages as a result of a termination, performance or non-performance of this Agreement or the performance or non-performance of the server for the imaging system. Trumbull County also shall not be liable for any damages its employees may cause to Belmont County’s computer systems, operating platforms, programs and data, including specifically indirect, special, or consequential damages, unless any such damages are caused by a deliberate act or willful omission of Trumbull County, its employees or representatives with purpose to cause Belmont County injury. The rights and obligations described in this paragraph shall survive completion of and payment under this Agreement.

Article VIII – Dispute Resolution

Any controversy upon a question of fact and/or law pertaining to this agreement or the performance thereof, which cannot be satisfactorily adjusted between the parties hereto, shall be decided by recourse to any available legal, equitable, or administrative remedies. Pending final resolution of any request for relief, claim, appeal, or action arising under the agreement, Trumbull County shall diligently proceed with the performance of this agreement unless otherwise directed by Belmont County.

Article IX – Prohibition on Assignment

Except as otherwise provided herein, neither party shall assign its rights or delegate its duties hereunder without the prior consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

Article X – Final Expression of Parties’ Intent: No Other Agreements

The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement shall not be modified, except by a written agreement signed on behalf of both parties by a duly authorized representative. This Agreement may be executed in multiple copies, with each executed copy constituting an original, but collectively constituting but a single document.

Article XI – Severability of Invalid Terms from Balance of Agreement

If any term(s), provision(s), or condition(s) of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and in no way be affected, impaired or invalidated.

Article XII – Governing Law

This Agreement shall be governed by the laws of the State of Ohio. All claims concerning the validity, interpretation, or performance of any of its terms and provisions, or any of the rights or obligations of the parties hereto, shall be instituted and prosecuted in Trumbull County, Ohio.

Article XIII – No Third Party Beneficiary Intended

No person or entity that is not a party to this Agreement is intended by the parties to be afforded any enforceable rights as a consequence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BELMONT COUNTY COMMISSIONERS:

Mark A. Thomas
Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.
Gordie W. Longshaw /s/

Gordie W. Longshaw
Date: 1/23/08
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:
Dwayne Pielech /s/

Dwayne Pielech, Director
APPROVED AS TO FORM:
Chris Berhalter /s/

Chris Berhalter, Belmont County Prosecutor

TRUMBULL COUNTY COMMISSIONERS:

Daniel E. Polivka

Paul E. Heltzel

Frank S. Fuda
Date: _____
TRUMBULL COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

Thomas M. Mahoney, Director

James J. Misocky, Trumbull County Prosecutor

John R. Gargano, Attorney for Trumbull County Department of Job and Family Services

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

IN THE MATTER OF ENTERING INTO RENEWAL OF ANNUAL SERVICE AGREEMENT WITH STALEY COMMUNICATIONS, INC./BELMONT CO. 911

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into renewal of the annual Service Agreement with Staley Communications, Inc., Wheeling, WV, on behalf of Belmont County 911, in the amount of \$75,192.00, effective 1/1/2008, for service on all portable and mobile phones and pagers, based upon the recommendation of Robyn Marshall, 911 Director. This will be paid from the 911 General Fund.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE SERVICE AGREEMENT ON BEHALF OF BELMONT CO. 911 WITH LIEBERT GLOBAL SERVICES

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a renewal of the service agreement, on behalf of Belmont County 911, with Liebert Global Services of Westerville, Ohio for the UPS System at the Belmont County 911 Center based upon the recommendation of Robyn Marshall, 911 Director, as follows:

Term: 5 yrs

Coverage Dates: 1/27/08 to 1/26/2013

Total Price: \$34,815.00-to be paid from the 911 General Fund

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF APPROVING A RATE CHANGE FOP WWS #1 (VILLAGE RATE)/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following rate change effective with the February 2008 billing for WWS #1, (Village Rate) based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District:

From:	To:
3.659 per 1000 gal (approved 10-3-07)	3.209 per 1000 gal

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

IN THE MATTER OF ENTERING INTO THE ANNUAL AMBULANCE SERVICE CONTRACTS WITH VARIOUS FIRE DEPARTMENTS FOR THE YEAR 2008

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into the annual ambulance service contracts, pursuant to O.R.C.307.051, in the amount of \$6,500.00, with the following twenty-four fire departments for the year of 2008.

The following shall provide ambulance service to the residents of Belmont County within their general jurisdiction and locale and for services rendered shall be paid by the County the sum of \$6,500.00

Ambulance Contract List

Barnesville Emergency Squad	Barton Vol. Fire Department
Beallsville Vol. Fire Department	Belmont Vol. Fire Department
Bethesda Vol. Fire Department	Bridgeport Fire & Emergency Department
Brookside Vol. Fire Department	Colerain Vol. Fire Department
Cumberland Trail Fire District	Flushing Vol. Fire Department
Glencoe Vol. Fire Department	Holloway Fire Dept. & Emergency Squad
Lafferty Vol. Fire Department	Martins Ferry Fire & Emergency Squad
Maynard Vol. Fire Department	Neffs Vol. Fire Department
Powhatan Emergency Squad	Smith Township Vol. Fire Department
Shadyside Vol. Fire Department	Spirit of 76 Vol. Fire Department
Somerton Vol. Fire Department	Wolfhurst Vol. Fire Department
Sunset Heights Fire Department	
Yorkville Vol. Fire Department	

AMBULANCE SERVICE CONTRACT

This contract made and entered into this 23rd day of January, 2008, by and between the Board of County Commissioners of Belmont County, party of the First part, and (SEE ABOVE LIST), party of the second part.

WHEREAS, pursuant to Revised Code Sec. 307.051 enacted by the Ohio General Assembly, the County Commissioners are hereby authorized to enter into contracts in order to obtain ambulance service for the people of BELMONT County, Ohio; and

WHEREAS, Pursuant to Revised Code Sec. 307.051, the board has allocated and set aside for the year 2008 the sum of \$6,500.00 to be used for this purpose throughout Belmont County;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

SECTION I. That said party of the second part shall furnish ambulance service to the people of Belmont County within their general jurisdiction and locale and for services rendered for the year 2008, shall be paid by said County the sum of \$6,500.00.

SECTION II. It is further agreed and understood by and between the parties hereto that the second party is an independent operator working and operating under his own direction and control and using his own facilities, equipment, and men, and is in no manner controlled by party of the first part; as such independent operator, the second party does hereby agree to save the first party harmless from any act of negligence, malfunction of equipment or any acts performed by second party in rendering ambulance service to the residents of this County within his general jurisdiction.

This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

ATTEST: BELMONT COUNTY COMMISSIONERS

<u>Jayne Long, Clerk /s/</u>	<u>Charles R. Probst, Jr. /s/</u>
<u>Roberta Jenkins /s/</u>	<u>Gordie W. Longshaw /s/</u>
	<u>Mark A. Thomas /s/</u>

ORGANIZATION:

Name _____
Address _____

SIGNATURES

ATTEST:

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

A.C. Wieth	Hourly Rate	28.29
Pam Douglas	Hourly Rate	31.29
Rick Healy	Hourly Rate	20.95

DIRECT LABOR- All labor costs associated with a specific grant project activity will be billed according to the attached Cost Breakdown By Activity sheet.

FRINGE BENEFITS - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2008 is .7981.

TRAVEL - travel required to perform this contract will be billed as direct.

COMMUNICATIONS- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

OTHER - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

INDIRECT COSTS - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2008 is .8293.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2009. The term of this Agreement may be extended upon the mutual written consent of the parties.

VI.

Termination of Contract for Cause

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

VII.

Termination for Cause and Convenience of the COUNTY

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

VIII.

Records and Audits

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

IX.

Compliance with Executive Order 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

X.

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

THE BELMONT COUNTY COMMISSIONERS

Jayne Long, s/s
Jayne Long, Clerk
Board of County Commissioners

BY Gordie W. Longshaw /s/
Gordie W. Longshaw, President

BY _____
Mark A. Thomas

BY Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.,

BEL-O-MAR

BY _____
ITS Executive Director

ATTEST:

A.C. Wieth /s/

APPROVED AS TO FORM ONLY David K. Liberati /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO CONTRACT WITH
BEL-O-MAR REGIONAL COUNCIL FOR ADMINISTRATIVE SERVICES
RE: HUD COMMUNITY DEVELOPMENT BLOCK GRANT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a contract with Bel-O-Mar Regional Council in an amount not to exceed \$42,000.00, effective Sept 1, 2007 to February 28, 2009, for grant administration and implementation services for the monitoring of the HUD Community Development Block Grant (No. B-F-07-007-1) from the Ohio Department of Development, Office of Housing and Community Partnerships.

CONTRACT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT, made this 23rd day of January, 2008, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."
WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (Grant No. B-F-07-007-1) for the purpose of undertaking community development projects, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

I.

Purpose

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD Community Development Block Grant (No. B-F-07-007-1).

II.

Scope of Services

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.

4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
7. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
8. To make all grant related records accessible to Belmont County at all times.

**III.
Duties of COUNTY**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than four (4) years after the completion of said PROJECT.

**IV.
Compensation**

The COUNTY agrees to pay a sum not to exceed Forty Two Thousand and 00/100 Dollars (\$42,000.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

LABOR - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Scott Hicks	Hourly Rate	34.25
A.C. Wiethe	Hourly Rate	28.29
Rick Healy	Hourly Rate	20.95
Pam Douglas	Hourly Rate	31.29

FRINGE BENEFITS - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2008 is .8140.

TRAVEL - travel required to perform this contract will be billed as direct.

COMMUNICATIONS- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

OTHER - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

INDIRECT COSTS - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2008 is .8702.

**V.
Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until February 28, 2009. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.
Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.
Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.
Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.
Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

X.

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

ATTEST: THE BELMONT COUNTY COMMISSIONERS
 Jayne Long /s/ _____ BY Gordie W. Longshaw /s/ _____
 Jayne Long Gordie W. Longshaw
 Clerk, Board of Commissioners

BY Charles R. Probst, Jr. /s/ _____
 Charles R. Probst, Jr.
 BY _____
 Mark A. Thomas

ATTEST: BEL-O-MAR
 BY William C. Phipps /s/ _____
 William C. Phipps

A.C. Wiethe /s/ _____ ITS Executive Director
 APPROVED AS TO FORM ONLY David K. Liberati /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

IN THE MATTER OF ENTERING CONTRACT WITH COMMUNITY ACTION COMMISSION TO PERFORM HEATING & WEATHERIZATION SERVICES FOR CHIP PROJECTS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with Community Action Commission of Belmont County effective, January 23, 2008 to Oct 31, 2009, to perform Heating & Weatherization services relative to the county's Community Housing Improvement Program grant projects. The County will compensate CAC for the tasks completed at a unit rate per contract "Attachment A."

CONTRACT FOR HEATING AND WEATHERIZATION SERVICES

THIS AGREEMENT, made this 23rd day of January, 2008, by and between the Belmont County Commissioners, hereinafter called "County", and Community Action Commission of Belmont County, with its principal office at 153 1/2 West Main Street, St. Clairsville, Ohio, hereinafter called "CAC".

WHEREAS, the County has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within the County of Belmont, Ohio.

WHEREAS, the County does desire to retain professional Heating and Weatherization services for said PROJECTS; and,

WHEREAS, CAC does desire to provide Heating and Weatherization services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the County and CAC do hereby agree as follows:

I.

Purpose

The County hereby engages and retains CAC to perform Heating and Weatherization services as listed in the Scope of Services below on the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the County for said PROJECTS.

II.

Scope of Services

CAC agrees to perform the following Heating and Weatherization services and duties:

1. To expeditiously assure that the company, and all staff to be engaged in this project, are properly qualified, and have proper state certification and or licensing, and provide proof of both liability insurance and Worker's Compensation coverage.
2. To have access to, and have the knowledge of proper operation of, a combustion testing unit, and a blower door machine.
3. To attend all necessary Pre-Bid Meetings, Pre-Construction Conferences, and Interim and Final Inspections.
4. To provide final combustion results and final blower door numbers, as required by specific projects.
5. To work with the CHIP Program's Rehabilitation Specialist pertaining to work and specifications where heating and/or weatherization work exists.
6. To be available by telephone to answer any questions from homeowners and/or CHIP Program Administrator concerning heating and weatherization specifications or work in progress.
7. To supply a One Year Warranty covering all workmanship and material at the Final Inspection, and to supply other warranty papers (furnace, water heater, etc.) at the final inspection.

III. Duties of County

The County agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than two (2) years after the completion of said PROJECT.

IV.

Compensation

The County agrees to compensate CAC for the tasks completed on each unit, and at the rates listed in Attachment A to this Contract titled "Schedule A". CAC will invoice the County upon completion of each Project.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2009. The term of this Agreement may be extended upon the mutual written consent of the parties.

VI.

Termination of Contract for Cause

If, through any cause, CAC fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to CAC of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, work, and reports prepared by CAC under this Contract shall, at the option of the County, become its property and CAC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

VII.

Termination for Cause and Convenience of the County

The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to CAC. If the Contract is terminated by the County as provided herein, CAC will be paid for expenses incurred up to the termination date. If this Contract is terminated due to the fault of CAC Section VI hereof relative to termination shall apply.

VIII.

Records and Audits

The CHIP Program Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accountability for all project funds. These records shall be made available for audit purposes to the County, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

IX.

Compliance with Executive Order 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

X.

Modification

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

Jayne Long /s/
Jayne Long, Clerk Board of County Commissioners

THE BELMONT COUNTY COMMISSIONERS

BY Mark A. Thomas

BY Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

BY Gordie W. Longshaw /s/
Gordie W. Longshaw
Community Action Commission of Belmont County

ATTEST:

BY ITS

APPROVED AS TO FORM ONLY David K. Liberati /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
PRO-TECH ENVIRONMENTAL, INC., FOR LEAD RISK ASSESSMENT
SERVICES REGARDING CHIP GRANT PROJECTS**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into agreement with Pro-Tech Environmental, Inc., Wexfield, PA, effective January 23, 2008 to October 31, 2009 for Lead Risk Assessment services relative to the county's Community Housing Improvement Program grant projects. The County will compensate Pro-Tech for tasks completed at a per unit rate as listed in contract Attachment A-"Cost Section."

CONTRACT FOR LEAD RISK ASSESSOR SERVICES

THIS AGREEMENT, made this 23rd day of January, 2008, by and between the Belmont County Commissioners, hereinafter called "County", and Pro-Tech Environmental, Inc. with its principal office at 205 Reichold Road, Wexford, Pennsylvania, hereinafter called "Pro-Tech".

WHEREAS, the County has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within the County of Belmont, Ohio.

WHEREAS, the County does desire to retain professional Lead Risk Assessment services for said PROJECTS; and,

WHEREAS, Pro-Tech does desire to provide Lead Risk Assessment services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the County and Pro-Tech do hereby agree as follows:

I.

Purpose

The County hereby engages and retains Pro-Tech to perform Lead Risk Assessment services as listed in the Scope of Services below on the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the County for said PROJECTS.

II.

Scope of Services

Pro-Tech agrees to perform the following Lead Risk Assessment services and duties:

1. To expeditiously assure that the company, and all staff to be engaged in this project, will meet the Ohio State Certification requirements for Lead-based paint Risk Assessor services
2. To perform an initial on-site consultation which will, at a minimum, include a visual assessment of the work area along with appropriate paint testing and specific recommendations for the conduct of the project This inspection shall be completed no later than thirty (30) days after notification.
3. To submit a written report of the findings and test results of the initial inspection to the CHIP Program Administrator within ten (10) days of the initial site visit.
4. To provide design specifications for projects costing in excess of \$8,000 which will relate lead-based paint hazards to the scope of repairs for the rehab work. Specifications will also provide for interim controls.
5. To provide a lead-based paint hazard abatement plan, including recommended abatement strategies and methods, for projects costing more than \$25,000. Plan will also provide specifications for ongoing lead-based paint maintenance, as appropriate.
6. To Provide on-site consultation and coordination, as necessary and as requested by the CHIP Program Administrator, concerning lead-safe work practices, abatement designs and procedures and/or responses to unanticipated contingencies.
7. To conduct clearance inspections and testing in accordance with HUD Guidelines, Chapter 15 within 48 hours of final cleaning of work area.
8. To work with the CHIP Program's Rehabilitation Specialist pertaining to work and specifications where Lead-Base Paint issues exist.
9. To be available by telephone to answer any questions from Contractors, homeowners and/or CHIP Program Administrator concerning lead-based paint work in progress

III.

Duties of County

The County agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than two (2) years after the completion of said PROJECT.

IV.

Compensation

The County agrees to compensate Pro-Tech for the tasks completed on each unit, and at the rates listed in Attachment A to this Contract titled "Cost Section". Pro-Tech will invoice the County no more frequently than once per month.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2009. The term of this Agreement may be extended upon the mutual written consent of the parties.

VI.

Termination of Contract for Cause

If, through any cause, Pro-Tech fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Pro-Tech of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by Pro-Tech under this Contract shall, at the option of the County, become its property and Pro-Tech shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

VII.

Termination for Cause and Convenience of the County

The County may terminate this Contract at any time by giving at least ten (10) days notice in writing to Pro-Tech. If the Contract is terminated by the County as provided herein, Pro-Tech will be paid for expenses incurred up to the termination date. If this Contract is terminated due to the fault of Pro-Tech, Section VI hereof relative to termination shall apply.

VIII.

Records and Audits

The CHIP Program Administrator shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the County to assure proper accountability for all project funds. These records shall be made available for audit purposes to the County, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

IX.

Compliance with Executive Order 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.
Modification**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST: THE BELMONT COUNTY COMMISSIONERS

Jayne Long /s/ BY _____
Jayne Long, Mark A. Thomas
Board of County Commissioners

BY Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

BY Gordie W. Longshaw /s/
Gordie W. Longshaw, President
Pro-Tech Environmental, Inc.

ATTEST: BY _____
ITS Owner

APPROVED AS TO FORM ONLY David K. Liberati /s/ Assistant Prosecutor

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

DISCUSSION HELD – Mike Bianconi commented he was glad to see in the newspaper that the records are being moved out of the Mediterranean Building and he was hoping it will soon no longer be owned by the county. He also asked that the board stress to the Election Board that they are going through a lot of money. He would like to see the Commissioners utilize all of Belmont County and move the Election Board out of the building they are now in to save rent money.

IN THE MATTER OF ADJOURNING MEETING

Motion made by Commissioner Thomas, seconded by Commissioner Probst to adjourn the meeting.

DISCUSSION HELD: Commissioner Probst continued the discussion regarding the Board of Elections and compiling information concerning their expenditures. He noted they submitted a budget this year of approximately \$852,000.00 which is about \$600,000.00 more than what was budgeted a few years ago before the Help America Vote Act. “The cost of elections keeps going up and up and this county is going to be paying about 1 million dollars.” “People want to know where our general fund monies are going, and this is a perfect example since the Help America Vote Act,” advised Mr. Probst. He continued to voice his disapproval for paying \$60,000.00-\$70,000.00 per year in rent for the Board of Elections and said “we will either build or renovate a building for the Election Board. All the Commissioners have to do is provide them a building for efficient operations. We have until November 2010 to get this ready.” Mr. Probst continued by voicing his opposition to additional raises given to the Director and Assistant Director that were not brought before the Board of Commissioners. He said he was not in opposition to the 3% raise granted to county employees, including Election Board employees. Commissioner Probst stated he disagrees with the payment of comp time to the Director and Assistant Director. Commissioner Probst further noted that last year from October to the end of the year the Election Board lived “month to month” with the Commissioners trying to find the money to pay their bills. Commissioner Probst said that meetings were held with the Election Board to try and work together, and they know the money situation and questioned why they continue to give “raise after raise” to their Director and Assistant Director. He said the Director has been there 16-18 years deserves the raise. The Assistant Director has been there less than three (3) years and is almost making what the Director is making. Mr. Probst said that there are employees who have worked for the county for 25-30 years that don’t make the salary that the Director and Assistant Director of the Election Board make. Mr. Probst said he feels the public needs to know that it is not the Board of Commissioners giving these raises. “If the Board of Elections passes a motion to give these raises, we have to pay it. The Director and Assistant Director received a 17% raise within a one month period, first a 14% raise and then a 3% raise.”

Commissioner Thomas then gave a brief overview explaining the Election Board is not a county entity under the direct jurisdiction and control of the Belmont County Commission. The following was stated by Commissioner Thomas: By law the Board of Elections is operated daily by a board of four (4) persons, two elected by the Republican Party and two elected by the Democrat Party. That board has the direct control and jurisdiction of the staffing, payment of the staff, and the responsibility for a budget that does have to come to the Belmont County Budget Commission/Belmont County Commissioners. The Commissioners are responsible under the law to provide physical facilities as part of the Board of Elections budget. However, the Board of Elections itself can determine to a certain degree whether or not it wants to rent space, purchase space, or go to space the Commissioners provide. He said the Board of Elections, not the Commissioners, entered into the lease agreement with the current landlord. The Board of Commissioners, prior to the signing of the lease, advised the Board of Elections that they would prefer they not sign said lease. They did so, interpreting the law that they had the right to do so. “The lease was signed and we are obligated by law to provide the funding for the space. Our sole goal is to not rent space. When that lease is up we want to have a facility, regardless of its location, that the county owns. We have expressed that desire to the Board of Elections Board members and encouraged them to work with us on space that is adequate, accessible and will get the job done.” He concluded by saying Ohio law gives the Board of Elections the right, if it chooses, to go to court and ask a judge to approve a funding source needed for the Board of Elections if the County Commission were to ever deny a request for an increase in funding for whatever reason.

Commissioner Probst noted the Board of Commissioners only had 15 days to approve the current lease and from this day forward we need to make preparation to move them out as soon as that lease is up. Commissioner Probst stated, “I thought we were working very well together, the Election Board and Commissioners, regarding raises and comp time. It was agreed a raise was in order only, but then on top of that comp time was requested and an additional raise.

Commissioner Thomas said the Election Board budget has tripled because of the Help America Vote Act and the Secretary of State wants to scrap the voting machines and use optical scanners. Commissioner Thomas said he was present when the Secretary of State recently spoke to the County Commissioners Association Board of Trustees and she said she had no intention to place the burden on counties to change voting machines. She is going to seek monies from federal and state sources. Commissioner Thomas stated it is incumbent upon the Board of Elections to work more closely than ever with the Board of County Commissioners on its budget because of the state of uncertainty on elections in the State of Ohio.

Commissioner Probst said he worries about the county. “The way things are going are not the (Election) Board’s fault. They are creatures of the state. Things are not getting any better and it’s all we can do to keep our heads above water.” He said he is also concerned about the county roads and the senior citizens. He said he wants the public to know what some governing boards are doing in the county as is it not getting reported by the press, since the decisions do not come through the Board of Commissioners. “With the board not having control, the general fund monies are being taken and used while projects are being planned and funding trying to be put in place.”

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:39 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:39 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

Read, approved and signed this 30th day of January, 2008.

_____ COUNTY COMMISSIONERS

We, Gordie W. Longshaw 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