

St. Clairsville, Ohio

June 25, 2008

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Gordie W. Longshaw and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Charles R. Probst, Jr. Minutes of the meeting of June 18, 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.**

**EVENING MEETING AT THE COURTHOUSE**

**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. Longshaw, 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.

Claim of	Purposes	Amount
A-Belmont Co. Dept of Job & Family	Public Assistance, July Mandated Share	30,792.08
The CIMA Companies	Liability Insurance, Public Defender	2,802.67
Draft-Co	GIS Projects, Engineer	314.58
Pitney Bowes	Equipment Rental	153.00
Richard L. Gross	Court Investigator, Probate Court	600.00
Richard L. Gross	Court Investigator, Probate Court	400.00
A & K-Staples	Supplies, Engineers	170.93
U.S. Postal Services	Postage, Eastern Court	2,000.00
Wayne Vancuren	Witness Fees & Mileage, Western Court	26.00
Wheeling Office Supply	Supplies, Prosecutor	15.95
Wheeling Office Supply	Supplies, Prosecutors	397.60
B-Crossroads Counseling	May Counseling Fees/Western Court	1,434.34
C-Richard L. Gross	Investigator's Fee/Probate Court	400.00
H-Dell Marketing, L.P.	Laptop/Job & Family	1,468.09
H-Liberty Distributors, Inc.	Office Supplies/Job & Family	27,018.25
H-OCAPS	Conference Fees, Job & Family	380.00
H-United States Postal Service	Postage/Job & Family	30,000.00
Postmaster	Postage Due Account/Job & Family	15,000.00
K-Wells Fargo Payment Center	Visa Card Pmt, Engineers	1,101.44
Ohio WVA Excavating	Bridge Replacement Project	12,285.00
M-Gabriel Brothers	Clothing, Juvenile Court	3295.50
N-Lafayette Electric, Inc.	Site Lighting, Carnes Rd	25,359.00
Southeastern Equip Company	Equipment Rental, Engineers	4,500.00
O-Ohio Department of Development	July Loan Payment, Fox Commerce	3301.16
P-American Electric Power	Sanitary Sewer, SSD#1	184.05
American Electric Power	Utilities, WW #1	347.91
Bd of Trustees, Water Dept	Utilities, WW#1	24,572.87
American Electric Power	Service, Belmont Co. Sanitary Sewer	8,046.10
RAM Industrials Services	Materials, Belmont Co. Sanitary Sewer	30.00
Eastern Ohio Regional Wastewater Auth	Sanitary Sewer. SSD#1	332.00
Indoff	Sanitary Sewer. SSD#1	109.00
S-Lisa Brown	Contract Services, Sargus Juv Center	80.00
Beth Andes	Contract Services, Sarugs Juvenile Center	1,487.50
A T & T	Service, Clerk of Courts	61.65
Karen Hill	Reimbursement for training, Clerk of Court	67.66
TSG	Installation of Server & Scanners, Northern Court	1,200.00
McGhee's	Folders, Northern Court	1,992.00
T-Chase Bank	CDBG Funds	74,935.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services, Treasurer	566.63
Delinquent Collectors of Ohio, Inc.	Contract Services. Treasurer	1,022.08

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for June 25, 2008 as follow:

FUND	AMOUNT
A-GENERAL	\$2,379.76; \$4,338.66; \$13,992.06; \$721.66; \$2,982.08; \$1,020.96\$418.12; \$738.89; \$1,176.74; \$330.26; \$281.79
A-GENERAL /Attorney Fees	\$2,743.00
B-Dog Kennel	\$3,708.01
C-Probate Court, Indigent Fund	\$652.61
H-Job & Family, Child Support	\$13,976.64
Job & Family, Public Assistance	\$24,849.90; \$20,527.21; \$273,211.61 \$35,229.82; \$39,996.00; \$3,470.00; \$142.35; \$785.50
Job & Family, Workforce	\$18,938.91; \$547,214.54;
K-Engineer's MGVT	\$48,694.71; \$2,239.81; \$1,136.20
M-Juvenile Court, Placement	\$37,812.00
Juvenile Court, Title IV-E	\$959.99
P-Oakview Administration Bldg	\$3,004.46
Sanitary Sewer District	\$16,742.41; \$1,693.33; \$5,399.00; \$2,885.68
S-Job & Family, Childrens Services	\$7,496.30; \$9,427.66;
Oakview Juvenile Rehab	\$15,786.94; \$394.00

Western Court, General Special	\$243.84
Port Authority	\$56.48
Sargus Juvenile Center	\$13,408.06
Sheriff's Commissary	\$1,249.22
Sheriff's Handgun Fund	\$285.00
Western Court, Computer Fund	\$17,227.94
U-Sheriff's Reserve Fund	\$333.26

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY AUDITOR'S GENERAL FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0012-A001-B12.002 Salaries	E-0013-A001-B16.002 Salaries	\$ 15,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN GENERAL FUND**

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab (Fuel for Sheriff's Dept. Month of June)	E-0131-A006-A12.000 Travel/Gas	\$14,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses <i>*May 2008 Sheriff's Housing of Prisoners</i>	E-0131-A006-A25.000 Hsg Prisoners	\$8,140.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY JOB & FAMILY PUBLIC ASSISTANCE FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County Job & Family Public Assistance Fund.

FROM	TO	AMOUNT
E-2510-H000-H16.006 Hospitalization	R-9891-Y091-Y01.500	\$ 78,398.16
E-2510-H000-H12.003 PERS	R-9891-Y095-Y01.500	\$ 58,025.49

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY JUVENILE COURT'S M-67 FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County Juvenile Court's M67 Fund.

FROM	TO	AMOUNT
E-0400-M067-M01.002 Salaries	E-0400-M067-M05.008 Insurance	\$ 187.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY OAKVIEW JUVENILE RESIDENTIAL CENTER FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County District Detention Home Fund.

FROM	TO	AMOUNT
E-8010-S030-S51.002 Salaries	E-8010-S030-S70.005 Medicare	\$ 600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN  
THE BELMONT COUNTY BELMONT HARRISON JUVENILE  
DISTRICT DETENTION HOME'S S-33 FUND**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County District Detention Home Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S44.003 PERS	E-0910-S033-S69.000 Activities	\$ 600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN  
THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Longshaw, seconded by Mr. Thomas to approve the following transfer of funds within the Belmont County Board of D/D Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S70.011 Contrt Serv	\$350,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR BELMONT COUNTY JUVENILE COURT GENERAL FUND**

Motion made by Mr. Thomas, 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 June 25, 2008.

E-0082-A002-C31.002	Salaries / Expenses	\$ 7,026.42
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Upon roll call the vote was as follows:

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

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

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 June 25, 2008.

<b>FUND</b>	<b>AMOUNT</b>
<b>SUPREME COURT</b>	
E-0400-M077-M08.075/Advances Out	\$ 7,026.42
<b>RANDOM MOMENTS</b>	
E-0400-M078-M04.010/Supplies	\$ 20,000.00
E-0400-M078-M03.000/Travel	\$ 10,000.00
E-0400-M078-M05.000/Other Expenses	\$ 26,740.38
<b>ALTERNATIVE SCHOOL</b>	
E-0400-M067-M01.002/Salaries	\$ 490.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, 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 June 25, 2008.

E-0400-M062-M01.000 Intake Coordinator Expenses	\$2,025.00
E-1582-S085-S08.000 Computer Expenses	\$ 403.00
E-1589-S096-S12.000 Other Expenses	\$1,731.75
E-0400-M075-M01.000 Other Expenses	\$ 849.74
E-0400-M064-M05.000 Placement Costs	<u>\$8,917.78</u>
<b>TOTAL</b>	<b>\$ 13,927.27</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S031 & S32 OAKVIEW JUVENILE RESIDENTIAL CENTER**

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 June 25, 2008.

<b>S030 OAKVIEW JUVENILE RESIDENTIAL CENTER</b>	
E-8012-S032-S00.000 Activity Fund	52.52
E-8011-S031-S002.000 Food (Meal Tickets)	105.00
E-8011-S031-S002.000 Food (NSLA)	<u>2,232.32</u>
<b>TOTAL</b>	<b>\$ 2,389.84</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BEL-HARRISON JUVENILE DISTRICT  
DETENTION HOME-SARGUS FUND**

Motion made by Mr. Thomas, 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 June 25, 2008.

**Bel-Harrison Juvenile District  
Detention Home-Sargus Fund S033**

E-0910-S033-S33.002	Salaries	104,503.20
E-0910-S033-S44.003	OPERS/STRS	22,000.00
E-0910-S033-S50.005	Medicare	525.00
E-0910-S033-S47.006	Hospitalization	27,000.00
E-0910-S033-S34.010	Supplies	5,000.00
E-0910-S033-S35.000	Materials	3,000.00
E-0910-S033-S40.000	Medical	2,500.00
E-0910-S033-S43.000	Travel & Training	700.00
E-0910-S033-S37.000	Contract Repairs	3,000.00
E-0910-S033-S38.011	Contract Services	5,000.00
E-0910-S033-S39.000	Food Service Expenses	8,000.00
E-0910-S033-S60.010	Supplies/GS	4,000.00
E-0910-S033-S61.000	Food Service Expenses/GS	5,000.00
E-0910-S033-S65.011	Contract Services/GS	10,000.00
E-0910-S033-S67.000	Travel & Training/GS	2,000.00
<b>TOTAL</b>		<b>202,228.20</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mr. Thomas, 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 June 25, 2008.

E-2412-S067-S20.000	Reserve Fund	\$ 200,000.00
E-2413-S069-S01.011	Medicaid Reserve Account	\$ 500,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR BELMONT COUNTY COMMON PLEAS COURT'S S89 FUND**

Motion made by Mr. Thomas, 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 June 25, 2008.

E-1572-S089-S06.002	Salaries	\$ 3,000.00
E-1572-S089-S01.000	Other Expenses	\$ 1,370.50
E-1572-S089-S02.000	Guardian Ad Litem	\$ 1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR BELMONT COUNTY COMMON PLEAS COURT S95 FUND**

Motion made by Mr. Thomas, 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 June 25, 2008.

E-1588-S095-S01.012	Computer Expenses	\$ 808.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE CDBG FUND T11**

Motion made by Mr. Thomas, 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 June 25, 2008.

E-9702-T011-T01.000	CDBG Grant/Formula	\$ 106,000.00 (Drawdown #370 Grant B-F-07-007-1)
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE CDBG FUND T11**

Motion made by Mr. Thomas, 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 June 25, 2008.

E-9702-T011-T03.000	CDBG Escrow/CHIP Grant	\$62,476.00
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*Drawdown #371 B-C-07-007-2 paid in 6/19/08*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, 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 June 25, 2008.

E-1511-W080-P01.002 Salaries	\$ 2,606.00
E-1511-W080-P07.006 Hospitalization	\$ 600.00
E-1511-W080-P05.003 PERS	\$ 200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE TO THE  
PARK HEALTH FUND H030**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following advance from General Fund to the Park Health Fund H030.

<b>Park Health Fund H030</b>		
FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab	R-2150-H030-H17.57Advances In	\$2,100.00

\* To meet PHC payroll

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PAYBACK A CASH ADVANCE  
FOR BELMONT COUNTY JUVENILE COURT'S M77 FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following **PAYBACK** of a Cash Advance.

FROM	TO	AMOUNT
E-0400-M077-M08.075 Advances Out	R-0040-A000-A48.575 Advances	\$7,026.42

\*\* 1<sup>st</sup> quarter Supreme Court reimbursement

Upon roll call the vote was as follows:

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

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

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

**CDBG - \$ 106,000.00** paid into R-9702-T011-T01.501 CDBG-Grant FORMULA on June 20, 2008, Draw No. 370, Grant #B-F—07-007-1.

**CDBG - \$ 62,476.00** paid into R-9702-T011-T05.501 CDBG-Grant CHIP on June 19, 2008, Draw No. 371, Grant #B-C-07-007-2.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Longshaw, seconded by Mr. Thomas to execute payment of Then and Now Certification dated June 25, 2008, 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. Longshaw	Yes
Mr. Thomas	Yes
Mr. Probst	Absent

**OPEN PUBLIC FORUM** – None. Commissioner Thomas recognizes Don Pickenpaugh, GIS Director and Dave Ivan, EMA Interim Director who are in attendance this evening.

**IN THE MATTER OF NOTICE OF PUBLIC HEARING  
RE: BELMONT COUNTY BUDGET FOR FY ENDING DECEMBER 31, 2009**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2009 pursuant to O.R.C. 5705.28.

**NOTICE OF PUBLIC HEARING  
ON THE BELMONT COUNTY BUDGET**

Notice is hereby given that on the 9<sup>th</sup> day of July, 2008 at 11:30 o'clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2009.

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

Cindi L. Henry /s/  
Cindi L. Henry  
Fiscal Manager,  
Belmont County Commissioners

ADVERTISE TIMES LEADER, JUNE 30, 2008 (ONE MONDAY)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION AUTHORIZING FILING OF FY 2008  
CDBG FORMULA ALLOCATION PROGRAM APPLICATION**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following resolution:

RESOLUTION AUTHORIZING THE FILING OF THE FY 2008 CDBG FORMULA ALLOCATION PROGRAM APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT – OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR APPROVAL.

Upon roll call the vote was as follows:

Commissioner Thomas	<u>Yes</u>
Commissioner Longshaw	<u>Yes</u>
Commissioner Probst	<u>Absent</u>

Belmont County intends to apply to the Ohio Department of Development for funding through the Community Development Block Grant (CDBG) Small Cities Program, a federally-funded program administered by the State. The county and cities are eligible for \$275,000 of Fiscal Year 2008 CDBG funding, provided the county and cities meet applicable program requirements. On March 31, 2008, at 2:00 p.m. at the J.B. Martin Recreation Center, 100 Fair Street, St. Clairsville, Ohio 43950, the county and cities conducted its first public hearing to inform citizens about the CDBG program, how it may be used, what activities are eligible, and other important program requirements. Based on both citizen input and local officials' assessments of the county's and cities needs, the county and cities are proposing to undertake the following CDBG activities for Fiscal Year 2008:

**County's Proposed Activities**

<u>Activity</u>	<u>CDBG Funds</u>	<u>Other Funds</u>	<u>National Objective</u>
Fire Protection Equipment Purchase of a Rescue Vehicle for the Bethesda Fire Department	\$43,000	\$77,000	To benefit 58% *LMI
Park Rehabilitation Replacement of playground equipment in the Village of Bethesda Park	\$42,600	\$16,100	To benefit 58% *LMI
Street Improvements Road Widening of Elm Street for the Village of Brookside	\$42,700	\$3,480	To benefit 63% *LMI
Fire Protection Equipment Purchase of Fire Fighting Equipment for the Holloway Fire Department	\$17,200	\$0.00	To benefit 63% *LMI
Park Rehabilitation Construction of a Pavilion at the Somerset Township Community Park	\$17,500	\$0.00	To benefit 59% *LMI
Street Improvements Resurfacing of 1,495 lf of T.R. # 1135 in Union Township	\$35,000	\$0.00	To benefit 58% *LMI

**City of Martins Ferry Proposed Activities**

<u>Activity</u>	<u>CDBG Funds</u>	<u>Other Funds</u>	<u>National Objective</u>
Clearance Activities Demolition of 4 dilapidated structures	\$30,000	\$ 0	To eliminate spot slum and blight
Fair Housing	\$ 6,000	\$ 0	
Administration * LMI = Low-to-Moderate Income Persons	\$ 41,000	\$ 0	

**IN THE MATTER OF LIQUOR PERMIT FOR WEGEE ROAD LLC  
DBA BUZZ INN, MEAD TOWNSHIP, SHADYSIDE, OH**

Motion made by Mr. Thomas, seconded by Mr. Longshaw 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 liquor license for Wegee Road LLC, DBA Buzz Inn, 57060 Wegee Road, Mead Twp., Shadyside, Ohio; Permit No. B-TRFO 9465385.

*Note: This is for a D5 permit-Spiritous liquor for on premises consumption only, beer and wine for on premises, and off premises in original sealed containers, until two-thirty a.m.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE ENGINEER  
PROJECT 22-1 RESURFACING VARIOUS ROADS IN MEAD,  
PEASE, PULTNEY AND YORK TOWNSHIPS TO LASH EXCAVATING & PAVING, INC.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for Belmont County Engineer Project 22-1 Resurfacing various roads in Mead, Pease, Pultney and York Townships to the low bidder, Lash Excavating & Paving, Inc., in the amount of \$218,970.20 based upon the recommendation of Fred Bennett, County Engineer.

*Note: Lash Paving's original bid was \$238,139.90. Due to an error in quantities bid, and using the unit price bid, the County Engineer recommends the contract should be awarded in the amount of \$218,970.20.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE ENGINEER  
PROJECT 22-2 RESURFACING VARIOUS ROADS IN RICHLAND,  
UNION, WAYNE AND WHEELING TOWNSHIPS TO SHELLY & SANDS, INC.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for Belmont County Engineer Project 22-2 Resurfacing various roads in Richland, Union, Wayne and Wheeling Townships to the low bidder, Shelly & Sands, Inc., in the amount of \$231,681.95, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR THE ENGINEER  
PROJECT 08-7 SLIP REPAIR BEL-86-3.87 (PUGH RIDGE ROAD)  
TO OHIO-WEST VIRGINIA EXCAVATING CO.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to award the bid for Belmont County Engineer Project 08-7 Slip Repair BEL-86-3.87 (Pugh Ridge Road) to the low bidder, Ohio-West Virginia Excavating Co., in the amount of \$308,447.75, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 11, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S  
PROJECT 08-8 BEL-10-19.13 BRIDGE REPLACEMENT PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to advertise for bids for the Belmont County Engineer's Project 08-8 BEL-10-19.13 Bridge Replacement Project, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**NOTICE TO BIDDERS**  
**BELMONT COUNTY COMMISSIONERS' OFFICE**  
**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:15 A.M. (Local Time) Wednesday, July 16, 2008** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **BEL-10-19.13, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by December 13, 2008.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

**DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.001 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.001 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.**

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

By order of the Board of Commissioners  
of Belmont County, Ohio  
Jayne Long /s/  
Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays: June 30, 2008 and July 7, 2008

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWING AGREEMENT BETWEEN BCDJFS (ON BEHALF OF BELMONT CO. FAMILY AND CHILDREN FIRST COUNCIL) AND THE TRI-COUNTY HELP CENTER**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the renewal of the Agreement Between the Belmont County Department of Job & Family Services (on behalf of Belmont County Family and Children First Council) and the Tri-County Help Center in the maximum amount of \$20,000.00, effective July 1, 2008 through June 30, 2009 for administrative services for the Ohio Family and Children First Council of Belmont County.

**GRANT AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE TRI-COUNTY HELP CENTER**

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 17th day of June, 2008, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Tri-County Help Center, hereinafter referred to as "**Provider**".

**ARTICLE I: EFFECTIVE DATES**

This contract shall extend from July 1, 2008 through June 30, 2009, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond this time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

**ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$20,000.00.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE III: GENERAL REGULATIONS**

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this Contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE IV: TERMINATION AND AMENDMENT**

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**ARTICLE V: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

**ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the

- contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
  - E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
  - F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
  - G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
  - H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Human Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE VII: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

<i>Dwayne Pielech /s/</i>	6-17-08
_____ Dwayne Pielech, Director Belmont County Department of Job and Family Services	_____ Date
<i>Cathy Campbell /s/</i>	6/18/08
_____ Cathy Campbell, Director Tri-County Help Center	_____ Date
<i>Mark A. Thomas /s/</i>	6/25/08
_____ Belmont County Commissioner	_____ Date
<i>Gordie W. Longshaw /s/</i>	6/25/08
_____ Belmont County Commissioner	_____ Date
_____ Belmont County Commissioner	_____ Date

Approved as to form:

<i>Helen Yonak /s/</i>	6-17-08
_____ Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWING CONTRACT BETWEEN BCDJFS AND MID-EAST CAREER AND TECHNOLOGY CENTERS FOR THE POWER PATH ASSESSMENT AND INCENTIVE PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the renewal of a contract between Belmont County Department of Job & Family Services and Mid-East Career and Technology Centers, for the performance of the Power Path Assessment and Incentive Program, effective July 1, 2008 through June 30, 2009, in an amount not to exceed \$4,000.00.

*Note: Mid-East Career and Technology Centers will use the Power Path Assessment tool to assess the participants' education level and help them increase that level.*

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

**Whereas**, this contract, entered into on July 1, 2008, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Mid-East Career and Technology Centers (hereinafter "Contractor"), is for the purchase of the performance of the Power Path Assessment and Incentive Program in accordance with the Ohio Revised Code, rules of the Ohio Department of Job and Family Services and the Belmont County Department of Job and Family Services PRC Plan.

**I PURPOSE**

The purpose of this contract is to provide the Power Path Assessment and Incentive Program. The program will provide essential elements for learning success to eligible participants entering a basic skill or job training program. The income eligibility is 200% of the federal poverty level guidelines and the applicant must have a minor child and / or meet all other eligibility requirements under PRC and TANF or be categorically eligible under Belmont County's PRC Plan. The Purchaser has agreed to use TANF Funds (CFDA# 93.558) to pay for the services provided through the Power Path Program.

**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:** Mid-East Career and Technology Centers  
400 Richards Road  
Zanesville, OH 43701  
740-455-3111

**III CONTRACT PERIOD**

This contract and its terms will become effective on July 1, 2008 or when all signatures are obtained. **No services shall be provided pursuant to this contract prior to its execution and signatures by all parties.** The termination date of this contract is June 30, 2009. The contract may be extended for one year based on the satisfactory performance of services by the Contractor and availability of funds.

**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

Belmont County Residents who have a minor child and whose income is 200% of the federal poverty level guidelines or below and/or have been referred by the Belmont County Department of Job and Family Services. Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Participants on food stamps, Medicaid, Healthy Start or any public assistance program are categorically eligible for the Power Path Assessment Program.

Power Path

Testing of the skills and abilities of the participants through the essential elements needed for learning success: visual functions; auditory functions; reading encoding and decoding; visual processing; auditory processing; attention difficulties and scotopic sensitivity. The Power Path Assessment provides a practical intake, diagnostic screening and intervention system for learners entering basic skills or job training programs. The Contractor will submit a list of students scheduled for the Power Path Assessment indicating whether they attended their appointment.

Education Incentive

A cash incentive of \$100 per student per academic ABE level advancement will be paid to Power Path participants who increase their ABE Department of Education Level. These levels are: 0 – 1.9 Beginning ABE Level One; 2.0 – 3.0 Beginning Basic Level Two; 4 – 5.9 Low Intermediate Level Three; 6 – 8.9 High Intermediate Level Four; 9 – 10.9 Low Adult Level Five; 11 – 12.9 High Adult Secondary Level Six. The Contractor will submit a list of students who earn an Education Incentive with the monthly invoice.

Ohio Works First

The state of Ohio program that implements the Federal Temporary Assistance to Needy Families (TANF) program.

Prevention, Retention and Contingency (PRC)

Prevention, Retention and Contingency (PRC) includes services and requirements outlined in the Belmont County Department of Job and Family Services' PRC Plan.

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 shall provide services through the Power Path Assessment and Incentive Program to Belmont County residents who have a minor child and whose income is 200% of the federal poverty level guidelines or below and /or have been referred by the Belmont County Department of Job and Family Services and Belmont County residents who are on Ohio Works First (OWF) or have lost eligibility for OWF as a result of time limits on their benefits. Participants on any public assistance program are categorically eligible for Power Path.
2. Contractor shall provide the Power Path Assessment and Incentive at the Connections One Stop Center. Power Path includes: Testing of the skills and abilities of the participants through the essential elements needed for learning success: visual functions; auditory functions; reading encoding and decoding; visual processing; auditory processing; attention difficulties and scotopic sensitivity. The Power Path Assessment provides a practical intake, diagnostic screening and intervention system for learners entering basic skills or job training programs. A cash incentive of \$100 per student per academic ABE level advancement will be paid to Power Path participants who increase their ABE Department of Education Level. These levels are: 0 – 1.9 Beginning ABE Level One; 2.0 – 3.0 Beginning Basic Level Two; 4 – 5.9 Low Intermediate Level Three; t – 8.9 High Intermediate Level Four; 9 – 10.9 Low Adult Level Five; 11 – 12.9 High Adult Secondary Level Six. The Contractor will submit a list of students who earn an Education Incentive with the monthly invoice.
3. Contractor is responsible for monitoring each participant's goals and successes after they are placed in the Power Path Assessment and Incentive Program.
4. Contractor shall employ the necessary staff to operate the program.
5. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not provided as required herein.
6. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not provided as required herein.

**B. Purchaser's Responsibilities**

1. Purchaser will determine eligibility of participants.
2. Purchaser will refer participants to Contractor.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing the Power Path Assessment and Incentive Program, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Service Requirement**

Contractor shall provide services to eligible Belmont County residents under the Power Path Assessment and Incentive Program to increase learning ability, employability and assist participants in successfully moving from public assistance to unsubsidized employment. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Providing Power Path Assessment services as defined under Contractor responsibilities to eligible participants referred by the Belmont County Department of Job and Family Services.**
2. **Assessment of up to 50 eligible Belmont County participants in the Power Path Assessment Program. Education Incentives may be paid to up to 50 students.**

**D. Performance Standards**

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

**Service-delivery measures**

**1. Assessment of up to 50 Belmont County residents through the Power Path Program. Education Incentives for up to 75 students.**

**Output-effectiveness measures**

**1. 40% of participants who receive services through Power Path will meet student's individually set goals.**

**E. Performance Reporting**

Contractor will charge a fee of \$80.00 per person to receive services through the Power Path Assessment and will pay participants \$ 100.00 per person per education level for the Incentive Program. In the event of participant not showing for the Assessment, the Contractor shall bill for staff costs only (\$18.00). The Contractor will submit a list of names of participants receiving the Power Path Assessment and the Education Incentive.

Contractor will complete and provide to the Purchaser a monthly report on the number of participants assessed through Power Path and how many met their goal. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

**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 72 hours notice prior to any evaluation or monitoring activity. Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties 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 TANF (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$4,000**. Services will be provided until June 30, 2009.

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

**VII ALLOWABLE COSTS**

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

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. 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.

**IX DUPLICATE BILLING**

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

**X AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

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

**XI DISPOSITION OF ASSETS**

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

**XII WARRANTY**

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

**XIII INSURANCE**

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

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

**XIV NOTICE**

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

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the

Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

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

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement.

Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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.

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 and/or the Belmont County Board of Commissioners.

**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 supersedes 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 and the Belmont County Board of County Commissioners 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 and the Belmont County Board of Commissioners.

**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**

<i>Dwayne D. Pielech /s/</i>	6-16-08
<b>Dwayne D. Pielech, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<i>Mark A. Thomas /s/</i>	6/25/08
<b>Belmont County Commissioner</b>	<b>Date</b>
<i>Gordie W. Longshaw /s/</i>	6/25/08
<b>Belmont County Commissioner</b>	<b>Date</b>
<b>Belmont County Commissioner</b>	<b>Date</b>
<i>Robert Guentter, Jr. /s/</i>	
<b>Robert Guentter, Jr.</b>	<b>Date</b>
<b>Director, Mid-East Career and Technology Centers</b>	
<i>Charney K. Fitz /s/</i>	
<b>Charney K. Fitz</b>	<b>Date</b>
<b>Coordinator, Adult Basic and Literacy Education</b>	
<i>Chris Berhalter /s/</i>	
<b>Approved as to form:</b>	<b>Date</b>
<b>Belmont County Prosecutor</b>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWING TITLE XX SOCIAL SERVICES CONTRACT BETWEEN BCDJFS AND COMMUNITY ACTION COMMISSION**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the renewal of a Title XX Social Services Contract between Belmont County Department of Job & Family Services and Community Action Commission of Belmont County in the maximum amount of \$20,000.00, effective July 1, 2008 through June 30, 2009, for transportation services to Title XX eligible persons.

**OHIO PURCHASE OF SOCIAL SERVICE CONTRACT**

This contract made and entered into on the 18th day of June, 2008, by and between the Belmont County Department of Job and Family Services (BCDJFS) and CAC of Belmont County doing business at 153 1/2 W. Main St., St. Clairsville, OH 43950, a provider of service (hereinafter referred to as "provider", pursuant to Title XX of the social security act, Chapter 5101 of the Ohio Revised Code, and rules promulgated by the Ohio Department of Job and Family Services, the county department of job and family services is authorized to contract with public or private agencies for the purchase of social services. The following are the terms of the contract.

- PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this contract and the attached exhibits (such exhibits are deemed to be part of this contract as fully as if set forth herein), CDJFS agrees to purchase for, and the provider agrees to furnish to eligible individuals (see Articles 6 and 7) those specific social services detailed in this agreement.
- CONTRACT PERIOD:** This contract will be effective from July 1, 2008 through June 30, 2009, inclusive, unless otherwise terminated. In no case may the contract period exceed two years and in all cases, the contract must coincide with the state biennium. Contract periods may be agreed upon for less than one (1) year.
- AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Local Matching Funds	\$ _____
State Funds	\$ _____
Federal Funds	\$ <u>20,000.00</u>
<b>TOTAL</b>	\$ <u>20,000.00</u>

When match is required, the provider's signature on this contract is certification that the amount of local funds required for this contract will be available when needed.

Federal Title XX funds shall be available to counties at a rate between ninety per cent and one hundred per cent of the cost of the services. Counties may vary the required match from providers 0 to 50%. No local match is required for child day-care services.

**4. LIMITATION ON SOURCE OF LOCAL MATCH:**

- Provider warrants that any costs incurred pursuant to this contract will not be allowable to or included as a cost of any other federally financed program in either the current or a prior period.
- Provider further warrants that the local share is not provided from any source which is prohibited by state or federal law.

5. **COST AND DELIVERY OF PURCHASED SERVICES:** Subject to the limitations specified in Article 3 hereof and as detailed in the budget, the amount to be paid for such purchased services will be based on the following criteria which may not exceed the unit rate maximums established. Reimbursement under this agreement will be by fixed unit rate/actual cost (Circle one).

- A negotiated unit rate of \*      \$ 1.58 per service code 735.02
- \$ \_\_\_\_\_ per service code
- \$ \_\_\_\_\_ per service code
- \$ \_\_\_\_\_ per service code
- \$ \_\_\_\_\_ per service code
- \$ \_\_\_\_\_ per service code

\* Reflects upper limit if negotiated on actual cost basis.

Provider shall submit to CDJFS a monthly report of actual expenditures.

- 6. **SCOPE OF SERVICES:** See attached exhibit for an explanation regarding the services that are to be provided.
- 7. **FEES:** Provider shall collect a service fee from eligible individuals in the manner prescribed by this contract. All such fees shall be deducted from total service reimbursement requested from the CDJFS. No additional fees will be charged eligible individuals for services purchased under the terms of this contract.
- 8. **ELIGIBILITY FOR SERVICES:** The provider of services may determine eligibility for all service recipients directly or through a subcontract or other agreement with a county department of job and family services or a public or private nonprofit agency or organization. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code. The CDJFS may make eligibility determinations if it concludes that doing so would benefit customers or result in more efficient operation of the Title XX social services programs in the county, or if it concludes that a provider is making unsatisfactory eligibility determinations.
- 9. **REFERRAL PROCEDURES:** If an individual initially applies to the provider, the services will be initiated in accordance with the procedures outlined in Exhibit I. If individuals initially apply to the CDJFS for purchased services, the CDJFS will provide all applicants with a list of those providers offering the appropriate service(s) who are under contract to the CDJFS.
- 10. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the CDJFS covering purchased monthly actual expenditures, the number of persons served, number of units, and amount claimed based on the negotiated contract in each eligibility category for each service covered in the contract. The CDJFS will review such invoice for completeness and any information necessary before making payment within thirty days after receipt of an accurate invoice. The reported expenditures submitted are subject to adjustment by the CDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or noncovered services, and the reported expenditures are subject to audit by appropriate state or federal officials or an independent audit as described in Article 16 after payment is made. All services, except child day-care services, will be reimbursed between fifty per cent and one hundred per cent of the invoice total. No CDJFS shall require or pay any administrative costs from fees, or other charges from a provider of services, as a condition or provision of the contract for the purchase of services.
- 11. **REPORTING REQUIREMENTS:** Provider will submit periodic reports to CDJFS to evaluate Provider's service. Such report is the monthly roster.
- 12. **SUBCONTRACTING:** When deemed necessary to deliver services specified in Exhibit I, the provider may subcontract. All such subcontracts shall be in the same form as this contract and subject to the same terms, conditions, and covenants contained herein. No such subcontracts shall in any case release the provider of his liability under this contract. Provider is responsible for making direct payment for such services.
- 13. **INDEPENDENT CONTRACTORS:** Providers, agents, and employees of the provider will act in performance of this contract in an independent capacity, and not as officers or employees or agents of the State of Ohio or the CDJFS.
- 14. **DUPLICATE BILLING:** Provider warrants that claims made to CDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims by provider to other sources of funds for the same service.
- 15. **FINANCIAL RECORDS:** The provider shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
- 16. **ELIGIBILITY DETERMINATION RECORDS:** When the provider determines eligibility, the provider shall maintain all necessary documents which shall reflect that a proper eligibility determination was made for each and every eligible individual. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CDJFS personnel. Such records shall also be subject to inspection by the individual or entity selected for the audit required by Article 16 of this contract.
- 17. **AVAILABILITY AND RETENTION OF RECORDS:** Provider shall maintain and preserve all financial and eligibility determination records related to this contract, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of the submission of ODJFS's final expenditure report, and/or will assure the maintenance of such for a like period of time in the possession of any third party performing work related to this contract, unless otherwise directed by CDJFS.
- 18. **RESPONSIBILITY FOR AUDIT:** Provider agrees to, if required by the director of the CDJFS on the basis of evidence of misuse of improper accounting of funds or substantial errors in determinations of eligibility for which the provider is responsible, have conducted an independent audit of expenditures or determinations of eligibility or both and make copies of the audit available to the CDJFS.
- 19. **RESPONSIBILITY FOR ANNUAL FINANCIAL STATEMENT:** The provider agrees to complete and submit an annual financial statement within thirty days of the end of the fiscal year.  
The provider agrees to have prepared, if applicable, review of determination of eligibility under the program and within thirty days of the fiscal year, make copies of the review available to the county department of job and family services.  
The form and scope of this review shall be at the discretion of the CDJFS.  
The provider agrees to have prepared monthly reports identifying the number of persons served and actual expenditures of Title XX funds in each eligibility category for each service.
- 20. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate state or federal audit directly related to the provisions of the provider contract.
  - (a) The provider agrees to pay to CDJFS the full amount of the payment received on behalf of individuals and families not covered by sections 5101.46(c)(1)(F) and 5105.46(c)(3) of the revised code for whom eligibility has not been established in accordance with policies and procedures established by the Ohio Department of Job and Family Services in Chapter 5101:2-29 of the Administrative Code.
  - (b) The provider agrees to pay the CDJFS the full amount of payment received for services not covered by the providers contract.
  - (c) The provider agrees to pay the CDJFS the full amount of payment received for duplicate billings, erroneous billings, deceptive claims or falsification.
  - (d) The provider is not required to repay overpayment caused by the negotiated rate being in excess of the provider's costs unless that rate was based upon: nonallowable costs; false or deceptive claims of estimated costs; projected expenditures for additional goods, services or personnel which the provider did not secure; or the contract was negotiated on a cost reimbursable basis.
  - (e) As used in this section "deceptive" means knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information or by any other act, conduct, or omission which creates, confirms or perpetuates a fake impression in another objective or subjective fact.
- 21. **SAFEGUARDING OF CLIENT:** Provider agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the CDJFS's or provider's responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
- 22. **CIVIL RIGHTS:** CDJFS and provider agrees that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the provider will comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
- 23. **FAIR HEARING:** CDJFS and provider agree that the provider is responsible for fulfilling responsibilities relative to appeals and state hearings in accordance with Chapter 5101:2-30 of the Administrative Code.

24. **INDEMNITY AND INSURANCE:**

- (a) **Indemnity:** Provider agrees that it will at all times during the existence of this contract indemnify and save harmless the CDJFS, the Ohio Department of Job and Family Services, and the Board of County Commissioners in which the CDJFS is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.
- (b) **Insurance:** Provider agrees to contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death.

25. **MONITORING AND EVALUATION:** CDJFS and provider will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which the services are being achieved.

26. **TERMINATION:** This contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This contract may also be terminated on the basis of adverse findings in the audit required by Article 16 or at any time upon thirty days written notice by either party.

27. **AMENDMENT OF CONTRACT:** This contract may be amended at any time by a written amendment signed by both parties in the manner required by state regulations. Reasons for amendment may include, but are not necessarily limited to, the following:

- (a) The quality or extent of purchased services furnished by provider has been reduced or improved.
- (b) The maximum unit rate has varied significantly from actual cost.
- (c) The provider fails to meet the necessary state and federal licensing requirements.
- (d) The LOCAL MATCH RATE CHANGES.

28. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under the State of Ohio's social services program (Title XX) through federal and state reimbursement.

29. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The provider agrees as a condition of the contract to comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.

Dwayne D. Pielech /s/ 6-17-08  
 AUTHORIZED COUNTY REPRESENTATIVE DATE

Gary F. Obloy /s/  
 AUTHORIZED PROVIDER REPRESENTATIVE DATE

TITLE  
Executive Director

ADDRESS  
153 1/2 West Main Street

Mark A. Thomas /s/ 6/25/08  
Gordie W. Longshaw /s/ 6/25/08

Belmont County Commissioners Date  
Chris Berhalter /s/ 6-23-08  
 Approved as to form Date

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RENEWING GRANT AGREEMENT  
 BETWEEN BCDJFS (ON BEHALF OF BELMONT CO. FAMILY AND CHILDREN FIRST COUNCIL)  
 AND STUDENT SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the renewal of the grant agreement between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council), and Student Services in the amount of \$19,281.00, effective July 1, 2008 through June 30, 2009; this is for the provision of administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 GRANT AGREEMENT**

This agreement to provide administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program is made and entered into this 17th day of June, 2008 by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and Student Services, hereinafter referred to as "**Provider**".

**PURPOSE**

The Child Abuse Prevention Program is an initiative of the Ohio Children's Trust Fund and focuses on preventing child abuse. Funds issued under the program will be used to decrease the incidences of child abuse in Belmont County through public awareness and the training and placement of volunteers in child abuse/neglect programs.

**EFFECTIVE DATES**

This agreement will be effective from July 1, 2008 through June 30, 2009.

**AMOUNT OF GRANT/PAYMENTS**

The Department agrees to grant to the Provider \$19,281.00 in SFY 2009 for services rendered relative to the allowable costs of the Initiative.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Department, the Belmont County Board of Commissioners, and the Ohio Department of Job and Family Services (ODJFS) against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any recipient because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to pay the Department the amount to which he/she was not entitled.
- F. In the event that the Children's Trust Fund dollars are no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that said funds are no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon thirty (30) days written notice. Failure to honor the terms of this agreement and/or related state, federal or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. The Provider agrees to abide by all applicable rules and regulations contained in the laws of Ohio and ODJFS rules.
- I. The Provider agrees to cooperate with the BCDJFS and any Ohio Child Support Enforcement Agency (CSEA) in ensuring that the Provider and its employees meet child support obligations established by state and federal law including compliance with an Order for the withholding of support issued pursuant to the Revised Code.
- J. Amendment: Any written amendment to this agreement shall be prospective in nature and must be signed by both parties.

**PAYMENT PROCEDURES**

- A. The Provider understands that payment for all services depends upon the availability of Children's Trust Fund dollars.

B. The Provider agrees to submit monthly expense reports to the Department within five (5) working days following the last working day of each month, if possible.

**SIGNATURES**

I hereby understand and agree to the terms of this agreement.

Dwayne Pielech /s/ 6-17-08

Dwayne Pielech, Director  
Belmont County Department of Job and Family Services Date

Janet Groome /s/ 6-17-08

Janet Groome, Director  
Student Services Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF FINAL PLAT APPROVAL** "Hearing Had-6:15 p.m."  
**FOR THE RIDGES OF OLDE CUMBERLAND**  
**RICHLAND TOWNSHIP SEC 15, T7, R4**

Present for the hearing was Ruth Graham, Engineer's Drafting Technician.

**"FINAL PLAT APPROVAL"**  
***O.R.C. 711.05***

Motion made by Mr. Thomas to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for The Ridges of Olde Cumberland, Richland Township, Section 15, T-7, R-4, which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Longshaw seconded the motion and upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NO. 3 FOR**  
**ERB ELECTRIC COMPANY/BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the Pay Request No. 3 for Erb Electric Company, 500 Hall St., Bridgeport, Ohio in the amount of \$119,851.02 for the Belmont County Jail Addition Project, based upon the recommendation of Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTRACT WITH FIRST**  
**COMMUNICATIONS NETWORK/PHONE SERVICE**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve a contract with First Communications Network in the amount of \$525.95 per month to provide Belmont County with the necessary phone service to support a T1/PRI-ISDN phone system; contract will be for a three-year period effective upon signing.

*Note: This system will reduce the monthly expenses*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE APPLICATION FOR**  
**BRINE PERMIT-OXFORD MINING COMPANY, INC.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the following resolution:

**RESOLUTION**

BE IT RESOLVED, that the Board of County Commissioners of Belmont County, Ohio does hereby accept the application from Oxford Mining Company, Inc., P.O. Box 427, Coshocton, Ohio 43812-0427 for applying brine to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in Warren Township, T8N, R6W; Sections 20, 21, 22, 26, 27, 28, 32, 33 & 34, Belmont County, Ohio pursuant to Chapter 1509, Ohio Revised Code, for dust control.

Oxford Oil Company will be the supplier and spreader.

It is further ordered that the Board authorizes the Clerk to establish a date and time for a public hearing on said application and to advertise said established date and time in the Times Leader on June July 2, 2008.

The public hearing will be held at 11:15 a.m., on Wednesday, July 9, 2008 in the office of the Belmont County Commissioners, 101 W. Main Street, St. Clairsville, Ohio.

Upon roll call the vote was as follows:

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

**NOTICE OF PUBLIC HEARING**

Having been petitioned by Oxford Mining Company, Inc. 544 Chestnut St., P.O. Box 427, Coshocton, OH 43812-0427, for the surface application of Salt Brine to be applied to roads on their property, a Public Hearing will be held in the Belmont County Commissioners Office, 101 W. Main Street, St. Clairsville, Ohio on Wednesday, July 9, 2008 at 11:15 a.m.

By Order of the Board of Belmont County Commissioners

Jayne Long /s/  
Jayne Long, Clerk

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE (1) 2009 PASSENGER VAN FOR THE BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to authorize the purchase of one (1) 2009 Ford E-150 passenger van from Doan Ford Lincoln-Mercury, Inc., Morristown, Ohio in the estimated amount of \$18,878.50 for use as a transport vehicle by the Belmont County Sheriff's Department; this vehicle will replace an older van with an odometer reading over 214,000 miles and is to be paid for from the Sheriff's Commissary Fund per Allen Porter, Jail Administrator.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING AMENDMENT #1 TO THE LETTER OF ARRANGEMENT BETWEEN THE AUDITOR OF STATE AND BELMONT COUNTY**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign Amendment #1 to the Letter of Arrangement dated March 5, 2008 between the Auditor of State and Belmont County to increase the fee estimate from \$89,500 to \$96,500.00.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD** – Commissioner Thomas announced information received from Bob First of Buckeye Hills RC&D (Resource, Conservation and Development) regarding beekeepers applications being accepted until July 1, 2008. Press Release and forms are available if interested.

**IN THE MATTER OF ADOPTING PROCLAMATION IN RECOGNITION OF AMATEUR RADIO AWARENESS WEEK**

**Present: Dave Ivan, Interim Director and Becky Horne, Executive Administrative Assistant, Belmont County EMA**

Dave Ivan said he wanted to honor the "unsung heroes" who have assisted in disasters with emergency communications. Commissioner Thomas read the following proclamation. Recognition was given to Bud Russell and HAM operator for over 53 years. Mr. Jagucki asked about funding for this network. Mr. Russell stated amateurs own their own equipment. There are 160,000 amateurs in the United States that can reach around the world.

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adopt the proclamation in recognition of Amateur Radio Awareness Week

**PROCLAMATION  
HONORING  
AMATEUR RADIO AWARENESS WEEK**

Whereas, Amateur Radio operators are celebrating a century of the miracle of the human voice broadcast over the airwaves with their "Hello" campaign; and  
Whereas, Amateur Radio has continued to provide a bridge between people, societies, cultures and countries by creating friendships and the sharing of ideas; and  
Whereas, Amateur Radio Operators have also provided countless hours of community services throughout these decades and these Amateur Radio Services are provided wholly uncompensated; and  
Whereas, the state also recognizes the services Amateur Services people also provide to our many Emergency Response organizations, including city, county, and service agencies.  
Whereas, Belmont County recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the SkyWarn program of the US government Weather Bureau; and  
Whereas, Amateur Radio once again provided its undisputed relevance in the modern world since 2001, by providing emergency communications when other systems failed in the devastation of hurricanes Katrina, Ivan and Rita in the USA and in the Tsunami catastrophe overseas; the 911 disaster as well as wildfires, Challenger Shuttle, and the Ohio Valley floods.  
Whereas, the Amateur Radio Relay League (ARRL) Amateur Radio Field Day exercise will take place on June 28-29, 2008, and is a 24 hour emergency encampment exercise and demonstration of the Radio Amateurs' skills and readiness to provide self-supporting communications even in fields without further infrastructure; now  
Therefore, the commissioners of Belmont County, State of Ohio, do hereby officially recognize and designate June 23-29, 2008 as Amateur Radio Awareness Week  
Adopted this 25<sup>th</sup> day of June, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 7:12 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to adjourn the meeting at 7:12 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of July, 2008.

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

Charles R. Probst, Jr. - Absent

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