

St. Clairsville, Ohio

May 27, 2009

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

6:00 P.M. EVENING MEETING

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-A-1 Service Center	Repairs-Juvenile Ct./General Fund	369.22
A-Belmont Co. CSEA Admin. Fund	Reimb. of IV-D Contract-March/General Fund	909.20
A-Belmont Co. Dept. of Job & Family Services	June Mandated Share/General Fund	30,625.75
A-ESRI Sales, Inc.	Software-GIS Projects/General Fund	4,080.00
A-Symatec SMB Renewals	Service Agreement-GIS Projects/General Fund	748.80
B-Columbia Gas	April Service/Dog and Kennel Fund	203.14
H-National Government Services, Inc.	Overpayment 2008 Medicare Cost Report/County Home Fund	20,640.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	178.08
O-Ohio Dept. of Development	June Payment/Fox Commerce Park/St. Loan Repayment	3,295.49
P-American Electric	Misc. Service/WWS#1 Revenue Fund	401.39
P-American Electric	ServicesWWS#3 Revenue Fund	8,327.97
P-Columbia Gas	April Service/Oakview Admin. Bldg. Fund	477.74
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/SSD#2 Revenue Fund	342.90
P-Donna Murray	Repair damages/SSD#2 Revenue Fund	1,000.00
P-W.W. System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
S-AT&T	Phone service/Certificate of Title Admn. Fund	61.54
S-Beth Andes, MS, PCC	Contract Services/GS/District Detention Home	1,750.00
S-D. Charlene Baker	Reimburse travel expenses/Eastern Ct. Gen. Spec. Projects Fund	194.50
S-Donna Cottage	Reimburse travel expenses/Northern Ct. Gen. Spec. Projects Fund	187.71
S-McGhee & Co.	Chairs/Probate Court Computer Fund	1,060.80
T-Chase Bank	CDBG Funds	43,000.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office Fund	3,015.01
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office Fund	2,222.24

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for May 27, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$15,442.09; \$1,814.71; \$16,930.85
A-GENERAL/ATTORNEY FEES	\$4,179.98
A-GENERAL/EMA	\$1,974.61
A-GENERAL/SHERIFF	\$1,870.56
H-County Home, Park Health	\$47,921.418,351.25
H-Job & Family, Public Assistance	\$1,799.76; \$1,217.06; \$182,272.30; \$623.81
H-Job & Family, WIA	\$10,517.29; \$25,000.00; \$4,866.68
K-Engineer MVGT	\$866.93; \$6,415.89
M-Juvenile Ct.-Title IV-E Reimb.	\$590.45
P-Sanitary Sewer District	\$17,526.79; \$414.20; \$2,165.89; \$9,781.50; \$20,299.24; \$6,392.58
S-District Detention Home	\$3,518.09
S-Job & Family, Children Services	\$525.19
S-Oakview Juvenile Residential Center	\$7,161.00
S-Port Authority	\$425.89
S-Sheriff Commissary	\$20.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE
GENERAL FUND AND S.S.D. #2 FUND P053 FUND

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the S.S.D. #2 Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000	R-3705-P053-P08.574	\$7,000.00
Budget Stabilization	Transfers In	
(50% cost of Country Club Estates Road Paving)		

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-2510-H000-H01.002 Salaries	E-2510-H000-H12.003 PERS	\$ 200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE COUNTY HOME FUND

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

FROM	TO	AMOUNT
E-2150-H030-H10.007 Unemployment Comp	E-2150-H030-H12.005 Medicare	\$ 4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE DISTRICT DETENTION HOME FUND S33

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S65.011 Contract Services/GS	E-0910-S033-S33.002 Salaries	1,495.00
E-0910-S033-S38.011 Contract Services	E-0910-S033-S33.002 Salaries	1,000.00
E-0910-S033-S36.012 Equipment	E-0910-S033-S33.002 Salaries	50.00
E-0910-S033-S36.012 Equipment	E-0910-S033-S44.003 OPERS/STRS	450.00
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S33.002 Salaries	244.00
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S47.006 Hospitalization	256.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	7,751.68
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	1,368.17
E-5105-T008-T03.006 Health Ins.	E-9891-Y091-Y01.006 Health Ins.	1,097.76
E-5105-T008-T04.004 Wrkr's Comp	E-0131-A006-A14.004 Wrkr's Comp	361.72
E-5105-T008-T05.012 Equipment	E-0131-A006-A16.000 Equipment	0.00
E-5105-T008-T06.010 Supplies	E-0131-A006-A03.010 Supplies	0.00
E-5105-T008-T07.000 Other Exp.	E-0131-A006-A16.000 Other Exp.	0.00
TOTAL		10,579.33

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-MAY AND JUNE, 2009

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for May and June 2009.

FROM	TO	AMOUNT	
E-0041-A002-H05.006	PROBATION OFFICER	R-9891-Y091-Y01.500	0.00
E-0054-A006-F08.006	DISASTER SERVICES	R-9891-Y091-Y01.500	0.00
E-0056-A006-E11.006	911 FUND	R-9891-Y091-Y01.500	15,701.92
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,099.94
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	12,579.82
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	1,038.44
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	22,216.76
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	1,541.29
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,496.39
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,116.55
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,799.73
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	3,082.58
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,739.89
E-2150-H030-H11.000	PARK HEALTH CTR	R-9891-Y091-Y01.500	89,719.48
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	599.14
E-2410-S066-S80.000	BOARD OF DD	R-9891-Y091-Y01.500	81,784.42
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	156,399.59
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	12,585.80

E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,541.29
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	2,132.31
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	35,494.09
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,745.95
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,541.61
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,198.92
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	616.39
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,500.16
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,063.62
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,516.25
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPT.		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,093.65
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	14,629.23
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,286.03
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	3,204.50
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	556.85
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	192.53
	COUNTY HEALTH		
E-2210-E001-E15.006		R-9891-Y091-Y01.500	3,576.66
E-2227-F074-F03.002	Sewage Program	R-9891-Y091-Y01.500	2,324.24
E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	1,926.12
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	1,640.68
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	145.36
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	145.36
E-2218-G000-G01.002	Food Services	R-9891-Y091-Y01.500	2,924.44
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	72.68
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	145.36
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,541.29
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	616.39
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	1,541.29
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	2,634.47
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	1,500.16
	TOTALS		553,549.62
	Mr. Probst	Yes	
	Mr. Coffland	Yes	
	Mrs. Favede	Yes	

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

E-0063-A002-B30.000 Other Expense \$ 2,674.12

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

E-0131-A006-A07.000 Training School \$ 8,600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE H005 WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

WORKFORCE DEVELOPMENT FUND

E-2600-H005-H01.000	(In School Youth)	240,187.00
E-2600-H005-H03.000	(Adult)	125,062.00
E-2600-H005-H04.000	(Disl. Worker)	93,624.00
E-2600-H005-H05.000	(Admn.)	<u>50,984.00</u>
TOTAL		509,857.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE H008 WIA AREA 16 FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

WIA AREA 16 FUND

E-2610-H008-H01.000	Belmont Co. DJFS-WIA	509,857.00
E-2610-H008-H02.000	Carroll Co. DJFS-WIA	287,115.00
E-2610-H008-H03.000	Harrison Co. DJFS-WIA	189,993.00
E-2610-H008-H04.000	Jefferson Co. DJFS-WIA	<u>922,833.00</u>
TOTAL		1,909,798.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE TITLE IV-E REIMB (RANDOM MOMENTS) FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

Fund	Title	Amount
Title IV-E Reimb (Random Moments)		
E-0400-M078-M05.000	Other Expenses	\$ 48,720.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE W.W. SYSTEM #1 REVENUE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

W.W. SYSTEM #1 REVENUE FUND

E-3700-P001-P23.011	Contract Services	\$ 50,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE STATE HOMELAND SECURITY GRANT/EMA**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 20, 2009.

E-1723-P093-P11.000	Other Expenses DOJ 07	\$ 65,946.10
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE STATE HOMELAND SECURITY GRANT/EMA**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 20, 2009.

E-1723-P093-P12.000	Other Expenses DOJ 08	\$ 77,441.45
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

DISTRICT DETENTION HOME

E-0910-S033-S33.002	Salaries	\$ 29,750.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE HHS GRANT POLING PLACE ACCESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

E-9714-T002-T05.000	Grant Expenses	\$ 1,548.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF DOMESTIC VIOLENCE GRANT**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

E-5105-T008-T01.002	Salaries	7,751.68
E-5105-T008-T02.003	PERS/SPRS	,368.17
E-5105-T008-T03.006	Health Insurance	1,097.76
E-5105-T008-T04.004	Workers Comp	<u>361.72</u>
TOTAL		10,579.33

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$ 1,790.00 Draw Number 392 – Grant #B-C-07-007-1

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 27, 2009.

E-1511-W080-P01.002	Salaries	1,765.00
E-1511-W080-P01.002	Salaries	255.00
E-1511-W080-P07.006	Hospitalization	<u>1,300.00</u>
TOTAL		3,320.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following CASH ADVANCE of funds for the Belmont County Sanitary Sewer District as follows:

FROM	TO	AMOUNT
WWS#3	WWS#1	
E-3702-P005-P31.000 Other Expense	R-3700-P001-P16.575 Advances In	\$ 50,000.00

Upon roll call the vote was as follows:

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

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

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

CDBG - \$1,790.00 paid into R-9702-T011-T05.501 CDBG –Grant CHIP on May 26, 2009. Grant #B-C-07-007-1. Draw No. 392

Upon roll call the vote was as follows:

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

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

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

COMMISSIONERS – Jack Regis, Facilities Manager, to travel to Pickerington, OH, on June 19, 2009, to attend the 2009 CLCCA Summer Meeting. A county vehicle will be used.

Jayne Long, Clerk, and Cindi Henry, Fiscal Manager, to travel to Carrollton, OH, on June 26, 2009, to attend the CCCEA Professionals Association of Ohio Regional Meeting. A county vehicle will be used.

ENGINEER – Shereza O’Hara, Accounts Clerk, to travel to Carrollton, OH, on June 26, 2009, to attend CCCEA Professionals Association of Ohio Regional Meeting.

JUVENILE COURT – Dave Carter and John Markus to travel to Pittsburgh Airport to transport juvenile on May 28, 2009.

Clerks, Barb Ryncarz and Crystal Johnson, to travel to Columbus, OH, on May 29, 2009, to attend the Court Technology Conference.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated May 27, 2009, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Park Health employees asked for update. Commissioner Probst advised as soon as a clean state survey is completed, the lease with new operator can begin. The employees brought up their concerns regarding staffing and vacations. Commissioner Probst advised that will be handled by their Administrator. It was also asked who will negotiate the upcoming contract. Commissioner Probst stated he couldn't answer that and it would have to be discussed with the attorneys and the new operators. Lastly, the board was asked what the amount of time would be regarding notifying employees if they will be hired or fired by the new operators. The bid specs used the term "ample time." Commissioner Probst noted the union contract calls for 10 day notification, but he is unsure as to this situation. He noted the board has expressed the same concern for the employees. Once the state survey has been passed and any citations cleared up, the lease can begin. He thanked the employees for their patience.

Mr. Jim Lukacsko, returned to this board meeting to continue a discussion on an abandoned building that he had discussed with the board last summer. He stated his disappointment with the Health Department. He said he thought they would come to look the building over and see all the hazardous materials. No one showed up. He said he had Norris Demolition advise what it would cost to tear the house down. There are gas bottles on the property that could explode should there be a fire at the property. Commissioner Probst asked if the Township Fire Prevention Officer has been there to write an order to have the house razed. Mr. Lukacsko advised "no" and said the property is in Wheeling Township. Commissioner Probst asked if the property owners were OK with having the house torn down. Mr. Lukacsko said he was advised "no." Mr. Lukacsko thanked Mr. Probst for his assistance in getting the cistern filled in last year. Mr. Probst state he thought that the problems with this home had been taken care of, and advised he would get back on it again. Mr. Lukacsko reported that the property owners live in South Carolina and noted he has tried to buy the property on several occasions, but the owners won't sell. He advised it will cost approximately \$5,000.00 to haul the house away.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: May 20, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 09-3, BEL-4-24.26 BRIDGE REPLACEMENT ON CO. HWY. 4, COLERAIN PIKE

Motion made by Mrs. Favede, seconded by Mr. Probst to award the bid for Belmont County Engineer's Project 09-3, BEL-4-24.26 Bridge Replacement located on County Highway 4, Colerain Pike, to the low bidder, Ohio-West Virginia Excavating, in the amount of \$91,385.00, based upon the recommendation of Fred Bennett, County Engineer. *Note: Funding source: OPWC and MVGT funds*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 09-5 BEL-5-27.75 SUPPLYING PRECAST PRESTRESS CONCRETE BOX BEAMS FOR A NEW BRIDGE OVER FALL RUN IN CRESCENT

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 09-5 Bel-5-27.75 Supplying Precast Prestressed Concrete Box Beams for a new bridge over Fall Run in Crescent, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders. *Note: Funding source: MVGT*

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, St. Clairsville, Ohio until 11:00 a.m. (local time) Wednesday, June 17, 2009 for furnishing concrete Bridge beams for a new County bridge for the Belmont County Engineer's Department, and then at said office publicly opened and read aloud. These beams shall be used for the following project known as **Project 09-5 BEL-5-27.75 Supplying Pre-cast Prestressed Concrete Box Beams.**

Copies of specification 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 thru Friday.

A bid guaranty shall be provided with the bid in accordance with Section 307.88 of the Ohio Revised Code as follows:

A bond, or certified check, cashiers cash or money order in an amount equal to 5% of the bid.

Each proposal must contain the full name of the party or parties submitting the proposal and person 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-qualification with the bid.

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 include a Bidder's Profile designed to gather certain information and 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) Tuesdays, June 2, 2009 and June 9, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RENEWAL OF IV-D SERVICE CONTRACT BETWEEN BELMONT CO. CSEA AND EAST OHIO REGIONAL HOSPITAL ON BEHALF OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the renewal of the IV-D Service Contract between Belmont County Child Support Enforcement Agency (CSEA) and East Ohio Regional Hospital, on behalf of the Belmont County Department of Job and Family Services, in the amount of \$6,500.00, effective May 1, 2009 through April 30, 2010, for paternity testing.

Note: The contract amount is the same as last year - a maximum total of \$6,500.00

\$ 4,290.00 66% Federal funds
\$ 2,210.00 34% Local funds

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO RENEWAL AGREEMENTS WITH SMITH'S SUNOCO/ BARNESVILLE TIRE AND BELMONT CARSON PETROLEUM ON BEHALF OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a renewal of Vendor Agreements, on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$20,000.00, effective July 1, 2009 through June 30, 2010, for providing gasoline to Title XIX eligible individuals as follows:

- *Smith's Sunoco*
- *Barnesville Tire*
- *Belmont Carson Petroleum*

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

This agreement to provide gasoline is made and entered into this 4th day of May, 2009 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2009 through June 30, 2010 inclusive, unless otherwise terminated.

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 the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services 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 client because of race, color, sex, religion, national origin, or handicapped conditions 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 repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is 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 state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) 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. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 20,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement.

This agreement signed on the 6th day of May, 2009.

Signature Dwayne Pielech /s/ Signature Bryan Smith /s/
Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 5-21-09 Date 5-6-09
Signature Matt Coffland /s/ Date 5/27/09
Signature Charles R. Probst, Jr. /s/ Date 5/27/09
Signature Ginny Favede /s/ Date 5/27/09

Belmont County Commissioners
Approved as to form David K. Liberati /s/ Date 5-22-09
Prosecutor

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

This agreement to provide gasoline is made and entered into this 12th day of May, 2009 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Tire, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2009 through June 30, 2010 inclusive, unless otherwise terminated.

(Note: Agreement same as above to signature lines.)

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

This agreement signed on the 14th day of May, 2009.

Signature Dwayne Pielech /s/
Dept. of Job and Family Services

Signature Debbie Sellers /s/
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074
Date 5-21-09

Date 5-14-09

Signature Matt Coffland /s/

Date 5/27/09

Signature Charles R. Probst, Jr. /s/

Date 5/27/09

Signature Ginny Favede /s/

Date 5/27/09

Belmont County Commissioner

Approved as to form David K. Liberati /s/
Prosecutor

Date 5-22-09

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

This agreement to provide gasoline is made and entered into this 12th day of May, 2009 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Belmont Carson Petroleum, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2009 through June 30, 2010 inclusive, unless otherwise terminated.

(Note: Agreement same as above to signature lines.)

This agreement signed on the 13th day of May, 2009

Signature Dwayne Pielech /s/
Dept. of Job and Family Services

Signature J.D. Cash /s/
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074
Date 5-21-09

Date 5-15-09

Signature Matt Coffland /s/

Date 5/27/09

Signature Charles R. Probst, Jr. /s/

Date 5/27/09

Signature Ginny Favede /s/

Date 5/27/09

Belmont County Commissioner

Approved as to form David K. Liberati /s/
Prosecutor

Date 5-22-09

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF
FINAL BILLING FOR MARSHALL J. PICCIN & ASSOCIATES/
BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve payment of the Final Billing for Marshall J. Piccin & Associates, 105 Carroll Dr., St. Clairsville, Project Engineer for the Belmont County Jail Addition Project, in the amount of \$980.00 for the period of 12/3/08 through 5/12/09; P.O. No. 512327

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT WITH
RLS & ASSOCIATES TO PROVIDE TECHNICAL ASSISTANCE
TO COMPLETE THE BELMONT CO. COORDINATED
PUBLIC TRANSIT HUMAN SERVICES TRANSPORTATION PLAN**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement with RLS & Associates, Inc., 3131 South Dixie Highway, Dayton, Ohio, in the amount of \$5,987.00 to provide technical assistance to complete Phase 2 of the Belmont County Coordinated Public Transit Human Services Transportation Plan, effective immediately through September 9, 2009.

Note: The focus of the plan completion is on human services and public transportation for low-income individuals, older adults, people with disabilities, and the general public in Belmont County. The work on this contract is a follow up to the Human Services Needs Assessment Report (Phase I, March 2008) and is intended to satisfy the requirements of the Safe Accountable, Flexible, Efficient Transportation Act-A Legacy for Users (SAFETEA-LU)

**PROFESSIONAL SERVICES AGREEMENT
SERVICE INTEGRATION SPECIFICATION DEVELOPMENT SERVICES**

1. INTRODUCTION

THIS AGREEMENT made by and between the Belmont County Ohio Commissioners hereinafter referred to as Belmont County and RLS & Associates, Inc., hereinafter referred to as the "Consultant", who is hereby retained to provide technical assistance to complete phase 2 of the coordinated public transit human services transportation plan. The intent of the plan is to:

- (1) Identify and prioritize the appropriate coordination strategies to meet the goals identified during phase 1 of the plan;
- (2) Conduct public outreach survey with one on-site survey collection day and tabulate survey results. This task will help to satisfy the public involvement process requirement of SAFETEA-LU and ensure the general public is represented. Survey documents were printed as part of Phase 1 but were not distributed;

(3) Facilitate a local meeting and monitor the prioritization of strategies by local Working Group members; and,
(4) Finalize the coordinated transportation plan document with one bound and one unbound printed report and one electronic copy for reproduction. The focus of the plan completion is on human services and public transportation for low-income individuals, older adults, people with disabilities, and the general public in Belmont County. The work included in this contract is a follow on to the Human Services Needs Assessment Report (Phase 1, March 2008) and is intended to satisfy the requirements of the Safe Accountable, Flexible, Efficient Transportation Act-A Legacy for Users (SAFETEA-LU).

2. **CONSULTANT NAME:** RLS & Associates, Inc.
3. **ADDRESS:** 3131 South Dixie Hwy.
Suite 545
Dayton, Ohio 45439
Telephone: (937) 299-5007

IT IS AGREED THAT:

4. **SERVICES DEFINED**

The services shall be provided by the Consultant. The Consultant shall be responsible for the quality, technical accuracy and the coordination of all services under this Agreement.

The Consultant will use its best efforts to provide the services as described in the attached Cost Proposal (Attachment A) in a professional, complete, and competent manner. The Scope of Work is incorporated herein by reference.

5. **TERM**

The term of this Agreement will be from the date of execution of this agreement through September 1, 2009.

6. **CONSIDERATION**

Belmont County shall pay the Consultant for services provided in a satisfactory manner in accordance with the Cost Proposal attached hereto, and incorporated herein.

Maximum payment to the Consultant for services and costs provided under this Agreement shall not exceed \$ 5,987.

7. **GENERAL TERMS AND CONDITIONS**

Definitions - As used throughout this Agreement, the following terms shall have the meanings set forth below:

- A. "Belmont County" shall mean the Belmont County Ohio County Commissioners, or any of the officers or other officials lawfully representing the agency.
B. "Consultant" shall mean that individual or other entity performing services under this Agreement. It shall include any subconsultant retained by the prime consultant as permitted under the terms of this Agreement.
C. "Project Manager" shall mean the person from Belmont County and the individual who shall administer this Agreement and to whom the Consultant shall look for direction in the performances of the services.
D. "Subconsultant" shall mean a person or firm not employed by the Consultant, who performs all or part of those services under this Agreement on behalf of the Consultant regardless of tier.
E. "Consultant-Acquired Property" shall mean property procured or otherwise acquired by the Consultant for the performance of this Agreement, and for the cost of which the Consultant is entitled to be reimbursed, in whole or part, under this Agreement.

8. **CONSULTANT NOT AN EMPLOYEE OR AGENT TO BELMONT COUNTY**

The Consultant, its employees or subconsultants performing services under this Agreement are not to be deemed employees or agents of BELMONT COUNTY in any manner whatsoever. The Consultant will not hold itself out as, nor claim to be, an officer, employee or agent of BELMONT COUNTY by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of BELMONT COUNTY.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Consultant will not discriminate against any employee, applicant for employment, or subconsultant because of race, religion, creed, sex, sexual orientation, nationality, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, sex, sexual orientation, age, nationality, or the presence of such disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
B. The Consultant will permit access by BELMONT COUNTY or its designee to the Consultant's records of employment, employment advertisements, application forms, and other pertinent data and records, for the purpose of investigation to determine compliance with this provision.
C. The Consultant will implement and carry out the obligations contained in the BELMONT COUNTY statement regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by BELMONT COUNTY a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of Consultant. The Consultant shall require that similar statements substantially in the form of that required by BELMONT COUNTY from the Consultant be submitted by its subconsultant(s) and that substantially the foregoing provisions be contained in all such subcontracts.
D. During the term of this Agreement, the Consultant shall maintain records to document compliance with the equal opportunity requirements described herein.

10. **UTILIZATION OF MINORITY AND WOMEN BUSINESSES**

BELMONT COUNTY recognizes there may be few subconsulting opportunities for minority and women businesses under this Agreement. Accordingly, no minority/women business participation goals have been set. However, if the Consultant elects to subcontract any work, then the Consultant shall make affirmative efforts to solicit and utilize minority/women businesses.

Affirmative efforts shall include soliciting proposals from certified businesses by written letter; and award subcontracts to such capable certified businesses, which provide reasonable proposals.

11. **SUBCONTRACTS**

The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without first obtaining prior written approval of the Project Manager.

Any subconsultants and outside associates or consulting firms or individuals, including any substitutions thereof, used by the Consultant in connection with services to be provided under this Agreement must be approved in advance by BELMONT COUNTY. The Consultant shall be responsible for the professional standards, performance, errors and omissions of all persons and firms performing subconsulting work.

12. **WORKER'S COMPENSATION**

The Consultant and its subconsultants shall comply with the worker's compensation laws of the state of Indiana and with their respective "home" states, and shall maintain worker's compensation and/or industrial accident insurance in the amount and type required by law whenever such laws are applicable to work and services provided under this Agreement. The Consultant agrees to defend, indemnify and hold BELMONT COUNTY harmless from damages or penalties assessed or claims brought as a result of Consultant's failure to comply with worker's compensation and/or industrial accident insurance requirements.

13. **LEGAL COMPLIANCE**

The Consultant agrees to comply with all applicable federal, state, and local laws and regulations applicable to such services, including all regulations, requirements and registrations related to lobbying activities and including the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), whenever such law is applicable to work and services provided under this Agreement.

The Consultant shall comply with all federal, state, and local licensing, registration, filing and/or certification standards, all applicable standards, and any other standards or criteria established by any agency of the state or federal government applicable to the Consultant's operation.

The Consultant agrees to defend, indemnify and hold BELMONT COUNTY harmless from damages or penalties assessed or claims brought as a result of Consultant's failure to comply with such laws, regulations, requirements or standards.

14. **ADVANCE PAYMENTS PROHIBITED**

No payment in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by BELMONT COUNTY.

15. **LIABILITY AND LEGAL RELATIONS**

The Consultant shall comply and, to the best of its ability, shall ensure its subconsultants comply, with all BELMONT COUNTY resolutions and federal, state, and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement.

16. ASSIGNMENT

No assignment by the Consultant of its responsibilities, monies due, or claims arising out of this Agreement may be made without the prior written consent of BELMONT COUNTY.

17. CHANGES AND MODIFICATIONS

The Project Manager may, at any time, by written notification to the Consultant, and without notice to any known guarantor or surety, make changes within the general Scope of Work of this Agreement. If such change causes an increase or decrease in the cost of, or in the time required for the performance, of any services under this Agreement, an equitable adjustment may be made in the Agreement price, maximum payment ceiling, or period of performance, and the Agreement shall be notified in writing accordingly. Any claim by the Consultant for adjustment under this clause must be asserted within 30 days from the date of this receipt by the Consultant of the notice of such change; provided, however, that the Project Manager may, if he or she decides that the facts justify such action, receive and act upon any such claim asserted any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of the clause of this Agreement entitled "Disputes." However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

18. INVOICES

The Consultants shall submit invoices for services on a percent of completion basis and rendered on a monthly basis. Such invoices shall be in such form as may be approved by the Project Manager, and shall be tendered to BELMONT COUNTY Commissioners' Office. BELMONT COUNTY reserves the right to request additional substantiating documentation, including receipts, for invoices charges as BELMONT COUNTY deems necessary. Consultant will submit invoices to the following address:

Belmont County Commissioners' Office
Belmont County Courthouse
101 W. Main Street
St. Clairsville, OH 43950

19. DISPUTES

All claims, disputes, and other matters in question between BELMONT COUNTY and the Consultant arising out of or relating to this Agreement shall be referred in writing to BELMONT COUNTY for final determination, including all facts, documents and records related thereto. The Executive Director shall make a written determination within 30 days of such referral. Such referral and determination shall be a condition precedent to commencement of a civil action to adjudicate such issue. BELMONT COUNTY and the Consultant agree that any such determination shall not be considered or construed as a decision resulting from arbitration under Indiana state laws.

20. TERMINATION OF AGREEMENT

- A. BELMONT COUNTY may terminate this Agreement, in whole or in part, in writing if the Consultant substantially fails to fulfill any or all of its obligations under this Agreement through no fault of BELMONT COUNTY; provided that, insofar as practicable, the Consultant will be given: (1) not less than 30 calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with BELMONT COUNTY before termination to review what steps are deemed necessary to cure the default.
- B. In addition to termination under Paragraph A of this Section, BELMONT COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience; provided, the Consultant will be given: (1) not less than 30 calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with BELMONT COUNTY before termination.
- C. If BELMONT COUNTY terminates for default on the part of the Consultant, the Project Manager shall determine the amount of work satisfactorily completed to the date of termination and the amount owing to the Consultant using the criteria set forth below in this paragraph; provided, that: (1) no amount shall be allowed for anticipated profit on unperformed services or other work; and (2) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional BELMONT COUNTY is likely to incur because of the Consultant's default.
In the event of a default termination, the Project Manger shall consider the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, whether that work is in a form or of a type which is usable and suitable to BELMONT COUNTY at the date of termination, cost to BELMONT COUNTY of completing work itself, or of employing another firm to complete it and the inconvenience and time which may be required to do so, and other factor which affect the value to BELMONT COUNTY of the work performed to the date of termination. Under no circumstances shall payment be made under this provision exceed the maximum payment set forth in this Agreement. This provision shall not preclude BELMONT COUNTY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payment.
- D. If BELMONT COUNTY terminates for convenience, BELMONT COUNTY will pay the Consultant an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount to reimburse the Consultant for reasonable and necessary expenses incurred before the termination. In addition, reasonable termination settlement costs incurred by the Consultant arising from commitments made before the termination may be paid unless BELMONT COUNTY determines to assume said commitments.
- E. Upon receipt of a termination, notice under Paragraphs A or B above, the Consultant shall: (1) promptly discontinue all services affected (unless the notice directs otherwise); and (2) promptly deliver or otherwise make available to BELMONT COUNTY all data, drawings, specifications, calculations, reports, estimates, summaries, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress; (3) promptly take all necessary steps to terminate related contractual commitments to minimize termination settlement costs.
- F. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of BELMONT COUNTY. In such event, the equitable adjustment shall be determined as set forth in Paragraph D of this Section.
- G. If, because of death, unavailability or any other occurrence, it becomes impossible for any lead personnel employed by the Consultant or for any corporate officer of the Consultant to render services, the Consultant shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of the Project Manager. If BELMONT COUNTY agrees to termination of this Agreement under this provision, payment shall be made as set forth in Paragraph C of this Section.

21. WAIVER OF DEFAULT

Waiver of any default shall be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be modified of the terms of this Agreement unless stated to be such in writing, signed by authorized parties and attached to the original Agreement.

22. OWNERSHIP OF WORK PRODUCTS AND DELIVERABLES

BELMONT COUNTY shall be deemed the owner of work products and deliverables defined in Attachment A (Scope of Services) as submitted by the Consultant. The Consultant shall not reprint or distribute deliverables in Attachment A without prior consent of the BELMONT COUNTY Executive Director. Deliverables shall be submitted to BELMONT COUNTY in printed "hard" copy format and digital reproducible formats as defined by BELMONT COUNTY.

23. PRICE WARRANTY

The Consultant warrants that prices charged BELMONT COUNTY are based on standard rates, and that price charges for services or goods provided do not exceed those charged by Consultant to other customers purchasing similar products.

24. AUDIT

The BELMONT COUNTY reserves the right to inspect, copy, and audit all records and documents of the Consultant, or its subconsultants or associates, relating to work and services provided under this Agreement; provided the BELMONT COUNTY give Consultant twenty-four (24) hours advance notice and such inspection or audit takes place during normal business hours. Consultant shall maintain such records and documents in files and forms convenient to review for a period of three (3) years following the conclusion of Consultant's services under this Agreement.

25. ALL TERMS AND CONDITIONS

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties related to the subject matter hereof, and constitutes the entire agreement between the parties. This Agreement may be amended only by written agreement of both parties. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

26. CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

The Consultant agrees as follows:

A. Conflict of Interest

The Consultant by entering into this Agreement with BELMONT COUNTY to perform or provide work, services or materials, has thereby covenanted that it has not direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In the event that the Consultant or its agents, subconsultants, employees or representatives hereafter, acquires such a conflict of interest, it shall immediately disclose such interest to BELMONT COUNTY and take action immediately to eliminate the conflict or to withdraw from this Agreement as BELMONT COUNTY may require.

B. Contingent Fees and Gratuities

The Consultant, by entering into this Agreement with BELMONT COUNTY to perform or to provide services of materials has thereby covenanted:

1. That no person or selling agency except bona fide employees or designated agents or representatives of the Consultant has been employed or retained to solicit or secure this Agreement with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Consultant or any of its agents, employees or representatives, to any official, member or employee of BELMONT COUNTY or other agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

C. Anti Kickback

No money, fee, commission, gift, gratuity, or other thing of value may be offered to or accepted by a BELMONT COUNTY Board Member, officer, employee, or consultant, or subconsultant as a reward for favorable treatment in connection with the Agreement award or the purchase of a good or service.

27. APPROVAL OF EXECUTIVE DIRECTOR

This Agreement shall be subject to the written approval of the BELMONT COUNTY Executive Director and shall not be binding until so approved.

IN WITNESS WHEREOF: BELMONT COUNTY and the Consultant has signed this Agreement this 27th day of May 2009.

RLS & Associates, Inc. :

By: Robbie L. Sarles /s/

**Robbie L. Sarles
President**

Belmont County Ohio

County Commissioners' Office:

By: Charles R. Probst, Jr. /s/

Date: 5/27/09

Charles R. Probst, Jr.

County Commissioner

By: Matt Coffland /s/

Date: 5/27/09

Matt Coffland

County Commissioner

By: Ginny Favede /s/

Date: 5/27/09

Ginny Favede

County Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN AMENDED AGREEMENT BETWEEN COMMISSIONERS AND DONALD A. NIPPERT CONCERNING THE USE OF THE BELMONT COUNTY 911 TOWER

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into an amended agreement between the Belmont County Commissioners (Lessee) and Donald A. Nippert (Lessor) concerning the use of the Belmont County 911 tower and adjoining outbuilding which is the subject of a lease agreement recorded in Volume 110, Page 459 of the Belmont County Lease Records; this Amended Agreement amends and supersedes the agreement dated December 8, 2004; all funds from leasing the aforementioned tower or adjoining outbuilding to Alltel shall be allocated 50% to Lessor and 50% to Lessee.

Note: Current Alltel check amount is \$900/month.

AMENDED AGREEMENT

The County of Belmont, by and through the Belmont County Commissioners, referred to as Lessee, and Donald A. Nippert, referred to as Lessor, hereby enter into the following agreement concerning the use of the Belmont County 911 tower and adjoining outbuilding which is the subject of a lease recorded in Volume 110, Page 459 of the Belmont County Lease Records. This Amended Agreement amends and supersedes that certain agreement entered into by the same parties dated December 8, 2004.

All funds received from leasing the aforementioned tower or adjoining outbuilding to Alltel shall be allocated 50% to Lessor and 50% to Lessee. Lessee shall receive each check from Alltel (which check is currently \$900.00 per month) and within fourteen (14) days distribute to Lessor 50% of the funds received from Alltel. Lessee shall distribute said funds to Lessor at such address as may be provided by Lessor from time to time.

Any other use of the aforementioned tower or adjoining outbuilding by persons or entities other than Belmont County 911 or Alltel shall not be bound by this agreement but additional agreement(s) between Lessor and Lessee shall be required to allocate funds received for use of the aforementioned tower or adjoining outbuilding by persons or entities other than Belmont County 911 or Alltel. Said additional agreement(s) shall be required before any contract or leases with persons or entities other than Belmont County 911 or Alltel shall be entered into by Lessor or Lessee.

Witness our hands this 27th day of May, 2009.

Lessor:
Donald A. Nippert /s/

Donald A. Nippert

Lessee:
Belmont County Commissioners

Matt Coffland /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE GRANT AGREEMENT AND FUNDING APPLICATION BETWEEN ODYS AND COMMISSIONERS ON BEHALF OF JUVENILE COURT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Grant Agreement and Funding Application between the State of Ohio Department of Youth Services (ODYS) and Belmont County Commissioners, on behalf of Belmont County Juvenile Court, for the period of July 1, 2009 though June 30, 2011.

Note: No match monies required. Funding will be used for the C-CAP, Restitution and Community Service and Juvenile Drug Court programs.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE 2010/2011 BIENNIAL SUBGRANT AGREEMENT WITH ODJFS ON BEHALF OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the 2010/2011 Biennial Subgrant Agreement with Ohio Department of Job & Family Services (ODJFS), on behalf of Belmont County Department of Job & Family Services, effective July 1, 2009 through June 30, 2011; Subgrant No. G01-11-11-5012.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
G-1011-11-5012**

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS") and the Belmont County Board of County Commissioners (hereinafter referred to as "Board"), jointly with other county signers if required by division (C) of section 5101.21 of the Revised Code, in accordance with sections 307.98 and 5101.21 of the Revised Code.

This Subgrant Agreement is made pursuant to the grant award(s) identified in the Addenda to this Subgrant Agreement. These grant awards were awarded to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA) and are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services (CDJFS) and/or a public children services agency (PCSA) and/or a child support enforcement agency (CSEA), as designated by the board of county commissioners in section 307.981 of the Revised Code.
- B. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), Chapter 4141 of the Revised Code, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight;
- C. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property that is provided by ODJFS to a county family services agency. All requirements in this Agreement related to financial assistance also apply to public money, as defined in section 117.01 of the Revised Code, used by the county to match state or federal funds; and
- D. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, and any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments. State and federal laws also include any Governor's Executive Orders to the extent that they apply to counties and ODJFS Procedure Manuals. The term "state and federal laws" includes all state and federal laws as listed in this paragraph and existing on the effective date of this Agreement as well as those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by each county family services agency included in this agreement.
- B. This Subgrant Agreement is entered into on behalf of the following county family services agency (hereinafter referred to as "SUBGRANTEE") as indicated by the checked box below:
 The county department of job and family services (CDJFS) that performs all CDJFS duties set forth in Revised Code (R.C.) 329.04, but the CDJFS does not perform any duties assigned to a public children services agency or a child support enforcement agency.
 The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all public children services duties, but the CDJFS does not perform any duties assigned to a child support enforcement agency.
 The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all child support enforcement duties, but the CDJFS does not perform any duties assigned to a public children services agency.
 The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and all public children services duties and all child support enforcement duties.
 The CDJFS that is a combined agency and performs all CDJFS duties set forth in R.C. 329.04 and also the separate public children services agency (PCSA) that is a county children services board appointed under R.C. 5153.03. The Board of County Commissioners and the county children services board have jointly entered into this Subgrant Agreement and both parties have signed this Subgrant Agreement on behalf of the CDJFS and the PCSA.
 The CSEA that is a stand alone agency and performs all duties assigned to a child support enforcement agency.
 The PCSA that is a stand alone agency and performs all duties assigned to a public children services agency.

ARTICLE II. RESPONSIBILITIES OF ODJFS

ODJFS agrees to:

- A. Provide funding to the family services agency in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to county family services agencies as specified in R.C. 5101.23, if applicable.
- C. Monitor SUBGRANTEE to provide reasonable assurance that the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- E. Provide technical assistance and training to assist SUBGRANTEE in fulfilling its obligation under this agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against SUBGRANTEE will be taken in accordance with R.C. 5101.24 unless another section provides authority for a different action. If ODJFS takes an action authorized by R.C. 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with R.C. 5101.24 and the OAC.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

SUBGRANTEE agrees to:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the timeliness standards established by ODJFS. SUBGRANTEE will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules and formats established by ODJFS.

- C. Promptly reimburse ODJFS for any funds ODJFS pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which SUBGRANTEE is responsible that results from any action by ODJFS pursuant to R.C. 5101.24.
- D. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- E. Make records available to ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- F. Provide and ensure the existence of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by SUBGRANTEE.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2009, through June 30, 2011, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both ODJFS and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to section 126.07 of the Ohio Revised Code (R.C.), that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2010 and 2011 will be provided to SUBGRANTEE in an Addendum to this agreement at the beginning of each SFY. ODJFS will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will advise SUBGRANTEE of revisions to subgrant amounts through the issuance of supplements to the Addenda as changes arise.
- B. SUBGRANTEE will limit cash draws from ODJFS to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR Part 205, 45 CFR Parts 74 and 92, 7 CFR Part 3016, Transmittal No. TANF-ACF-PI-01-02 issued by the United States Department of Health and Human Services, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual.
- C. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at anytime the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, the ODJFS Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding ODJFS for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- D. As a subrecipient of federal funds, SUBGRANTEE hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR Belmont CDJFS/PCSA/CSEA SFYs 2010/11 G-1011-11-5012 215), A-122 (2 CFR 230), A-87 (2 CFR 225), and A-133 as well as 45 CFR 92 and 7 CFR 3019, including but not limited to the following federal rules:
 - 1. Standards for financial management systems: SUBGRANTEE and its subgrantee(s) will comply with the requirements of 45 CFR 92.20 and 7 CFR 3019.21, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 - 2. Period of Availability of Federal Funds: Pursuant to 45 CFR 92.23 and 7 CFR 3016.23, SUBGRANTEE and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the Addenda to this Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period of availability, pursuant to federal law.
 - 3. Matching or Cost Sharing: Pursuant to 45 CFR 92.24 and 7 CFR 3016.24, matching or cost sharing requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.

For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
 - 4. Program Income: Program income must be used as specified in 45 CFR 92.25 and 7 CFR 3016.25.
 - 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31 and 7 CFR 3016.31.
 - 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 92.32 and 7 CFR 3016.32.
 - 7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 92.33 and 7 CFR 3016.33.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 92.26, 7 CFR 3016.26, and OMB Circular A-133, SUBGRANTEE must ensure that the county of which they are a part has an audit with a scope as provided in OMB Circular A-133, Subpart E, §.500 that covers funds received under this agreement. SUBGRANTEE must send one (1) copy of the final audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 32nd Floor, Columbus, Ohio 43215, within two (2) weeks of the SUBGRANTEE's receipt of any such audit report.
- B. SUBGRANTEE will take prompt action to correct problems identified in an audit. Belmont CDJFS/PCSA/CSEA SFYs 2010/11 G-1011-11-5012

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS Director and the members of the Board and other county signatories to this Subgrant Agreement, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 - 3. ODJFS may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.
- C. Pursuant to R.C. 5101.24, 45 CFR 92.43, and 7 CFR 3016.43, as applicable, if SUBGRANTEE or any of its subgrantee(s) materially fails to comply with any term of an award, a federal statute or regulation, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its subgrantee(s) or more severe enforcement action;
 - 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its subgrantee(s)' Subgrant activity;
 - 4. Withhold further awards for the Subgrant activity; or
 - 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
 - 1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;

1. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 2. Prepare and furnish a report to ODJFS, as of the date SUBGRANTEE received the notice of termination or suspension that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 3. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from SUBGRANTEE that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 30th Floor, Columbus, Ohio 43215.
- B. Notices to the SUBGRANTEE from ODJFS concerning any and all matters regarding this Subgrant Agreement will be sent to the Board and other county signatories to this Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDUM, AND SUBGRANTS

- A. Amendment: This document, along with any related addenda, constitutes the entire agreement between ODJFS and SUBGRANTEE with respect to all matters herein. Otherwise, only a document signed by both parties may amend this Subgrant Agreement. Both ODJFS and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature. If ODJFS notices a need for correction of erroneous terms and conditions, it will immediately send SUBGRANTEE an amended Subgrant Agreement for signature. If SUBGRANTEE notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.
- B. Addenda: ODJFS will provide information concerning the amount of the funding, the source of the federal funds, and the terms and conditions in Addenda to this Subgrant Agreement. Any Addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an Addendum will constitute acceptance of the terms and conditions contained in that addendum. ODJFS will advise the Subgrantee of subsequent changes in the amounts, the source, or the terms and conditions listed in the Addenda through issuance of a supplement to the Addenda. Any draw of the modified funding will constitute acceptance of the terms and conditions contained in the supplemented Addendum.

C. Subgrants

1. Any subgrants made by SUBGRANTEE to a university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 92.37 and 7 CFR 3016.37 and will impose the requirements of 45 CFR Part 74 and 7 CFR Part 3019 as well as state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE subgrants to the entity, including the conditions, requirements, and restrictions of section 5101.21 of the Revised Code.
2. Debarment and Suspension: As provided in 45 CFR 92.35 and 7 CFR 3016.35, SUBGRANTEE and its subgrantees must not make any award or permit any award at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
3. Procurement: While SUBGRANTEE and its subgrantees may use their own procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 45 CFR 92.36, 7 CFR 3016.36, 45 CFR 74.40 through 45 CFR 74.48, and 7 CFR 3019.40 through 7 CFR 3019.48. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40 and 7 CFR 3016.40. If SUBGRANTEE discovers that subgrant funding has not been used in accordance with state and federal laws, SUBGRANTEE must take action to recover such funding.
5. Duties as Pass-through Entity: Perform those functions required under state and federal laws as a subrecipient of ODJFS under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability: To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if ODJFS or SUBGRANTEE knew or should have known of the possibility of such damages.
- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Board, to any county signer required by division (B) of section 5101.21 of the Revised Code, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT
SIGNATURE PAGE
G-1011-11-5012**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.
Belmont CDJFS/PCSA/CSEA OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

CDJFS Director	Date	Douglas E. Lumpkin, Director
PCSA Director	Date	Date
CSEA Director Date		
<i>Matt Coffland /s/</i>	5/27/09	
County Commissioner	Date	
<i>Charles R. Probst, Jr. /s/</i>	5/27/09	
County Commissioner	Date	
<i>Ginny Favede /s/</i>	5/27/09	
County Commissioner	Date	
Children Services Board	Date	
County Elected Official	Date	

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING AUDITOR JOSEPH A. PAPPANO TO ESTABLISH TWO NEW GRANT FUNDS FOR THE BELMONT COUNTY PORT AUTHORITY

Motion made by Mrs. Favede, seconded by Mr. Probst to request the County Auditor to establish two new Grant Funds necessary for the Belmont County Port Authority to receipt the ISIF (Industrial Site Improvement Fund) Grant monies in the amount of \$175,000 and the 629 Road Development Grant Fund in the amount of \$575,000.00; these Grants are *reimbursing Grants* through the Ohio Department of Development wherein the N38 Infrastructure fund will be used to cover the initial \$750,000 expenditures needed for road construction and associated costs at the Eastern Ohio Regional Industrial Park. Grant monies received will reimburse the Infrastructure Fund.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: EASTERN OHIO REGIONAL INDUSTRIAL PARK

Regarding the above motion, Port Authority Director Larry Merry explained the initial \$100,000.00 will be expended in the next couple of weeks to purchase the first 200 acres of ground. The bid for the road will be advertised in the next couple of weeks. 3,000 feet of road will be built to the industrial park. The two grants will cover the cost. He said the county is fronting the money in order to sign the contracts, and then will submit to the state for payment back, which monies will then be returned into the funds taken from. The county will not be out any money in this process. He said this will purchase 200 acres with an additional 625 acres under option for the next 20 years to expand the park.

Commissioner Probst noted how important it is to have available, developable ground with the proper infrastructure in place. He stated when potential developers come to Belmont County they want a site that is ready to go and that is what the county is trying to provide. He said this is a major step in the county's development efforts to provide living wage jobs. Larry Merry noted this will allow Belmont County to compete for projects that need sizeable acreage.

BREAK 6:28 P.M.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 6:30 P.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into executive session with Dwayne Pielech, Director, Belmont County Department of Job & Family Services, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 7:20 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session with Dwayne Pielech, Director, Belmont County Department of Job & Family Services, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception specifically to consider the employment of public employees.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

DISCUSSION HELD - BCDJFS Director Dwayne Pielech commented on the fact that he has been attending the board meetings for the past few months to talk about funding and how it is going to impact the local county operations for Job & Family Services. He said he wants to propose to the board to consider rescinding a resolution that was passed in June, 2008, that granted non-union bargaining employees of the department (25 employees) a pay raise. He said those 25 employees have taken a unanimous vote asking to rescind their 3% scheduled pay raise effective July 1, 2009, in lieu of the funding problems that all county Departments of Job & Family Services are facing. They have asked Mr. Pielech to bring this to the board for their consideration.

Regarding Mr. Pielech's request, Mr. Probst noted the board appreciates the fact his managers have stepped up to the plate and understand the financial dilemma many counties are in due to budget cuts. He further stated he hopes this is a temporary situation and the benefits can be given back. Mr. Pielech stated he wants the public to be aware his agency is 99% funded by the state and federal government.

7:25 P.M. RECESS UNTIL TOMORROW MORNING. Commissioner Probst said the Commissioners' meeting will be left open until tomorrow in order to meet with Western Division Court Judge White and Architect Ed McCall regarding the court's possible move to the Fox Shannon Building.

RECONVENED-12:25 P.M. THURSDAY, MAY 28, 2009- PRESENT: COMMISSIONERS CHARLES R. PROBST, JR. AND MATT COFFLAND.

ABSENT: COMMISSIONER GINNY FAVEDE.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:26 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 12:26 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 3rd day of June, 2009.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK