

St. Clairsville, Ohio

September 28, 2005

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Absent: Mark A. Thomas. Minutes of the meeting of September 21, 2005, were read, approved and signed.

EVENING MEETING
AMERICAN LEGION, NEFFS

Commissioner Probst called the meeting to order and welcomed those in attendance. "I hope everyone is doing well," said Commissioner Probst. He commented that it was only a year ago that Neffs was the scene of a disaster as a result of flooding rains in September 2004. "I spent many nights here during the flood and I will never forget the look of devastation. I hope better things are to come." Commissioner Probst assured residents that the board has not forgotten what still needs to be done and are working on the issues daily. He said a meeting has been scheduled for October 5 with local and state officials, ODNR, ODOT and the U.S. Army Corps of Engineers to discuss possible solutions to minimize future flooding and the resulting damage to the area.

Commissioner Probst provided an update on the Neffs mitigation project informing the residents that the project is in environmental review at the State level and completion is still a year away. He explained that the board had allocated Community Development Block Grant funds this year to assist residents that have had their homes substantially damaged due to the flood. These funds will be used to demolish homes specifically those of the residents that were part of the U.S. Army Corps of Engineers Demolition Mission.

OPEN PUBLIC FORUM:

Residents expressed concerns about the ongoing flood cleanup and the progress of connecting the town to the county sewer system. "We want feedback," said Commissioner Longshaw. "That's why we came down here. We'll do everything we can to make things right."

Residents reported a problem with a sewage system that appears to be pumping raw sewage into the creek. Commissioner Probst explained that the Neffs sewer project is on hold because the county had to use funds from the infrastructure account to pay the 12.5 percent of the \$24 million that the Federal Emergency Management Agency spent for flood cleanup and response. He said that 80% of the design work has been completed and they hope to get the project back on track in the spring. He explained that the Neffs project is broken down into five different areas and provided the associated costs for each area. Also, that the board continues to search for grant funds for the project to help keep down the cost to residents. "The more grant money we receive, the less residents will have to pay." Commissioner Probst answered questions regarding the Morristown sewage project and how the community was able to access funds to assist in the project costs.

The Board continues to explore every avenue to get sewage to the residents but due to the circumstance including unfunded mandates from the state, lost revenue and the FEMA fund matching problem things have been slowed down. Commissioner Probst commented, "With this development that's going on in Ohio County (South Wheeling), we feel we we're going to lose 20 percent of our sales tax revenue."

Another resident questioned how long it would be before the buyouts of flood damaged property begins. Commissioner Probst said that applications for the buyouts have been submitted to FEMA, but that no property purchases would happen for at least a year. For homes on property that qualifies, FEMA will purchase property vulnerable to flooding, raze any structures and turn the area into green space. \$125,000 of Community Development Block Grant funds will also go to tear down flood-damaged homes that don't qualify for the FEMA buyout program.

Commissioner Probst gave a brief overview of the recently established Port Authority Board explaining that the Port Authority is an arm of development – another mechanism that can be used for development in the county. He stated, "We hope to hire a Director within a few months who will be able to assist with writing grants for the county and other municipalities. Something has been needed for a long time. Having one Economic Director is not enough – there is too much work for her to handle."

Residents expressed satisfaction with the work being done by the local stream cleanup crews stating "those boys cleaning the creeks now are doing a fantastic job." Commissioner Longshaw stated, "We are getting lots of positive feedback on that program." He went on to inform the residents that he and Commissioner Probst had an opportunity to meet with Senator DeWine to discuss the issues relative to stream dredging and the critical need for federal funds to assist the counties. Commissioner Probst explained that the U.S. Army Corps of Engineer considers stream dredging a temporary solution but the board feels if you don't get the streams and creeks cleaned out – FEMA will continue to pour millions of dollars assisting with the aftermath time and time again. These are the issues they tried to relay to Senator DeWine.

Flood Plain Coordinator Mickey Wallace was present to explain many of the problems being dealt with by the residents. Also in attendance was G.I.S. Director Don Pickenpugh and 911 Director Cliff Sligar.

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. Probst, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
Mark A. Thomas	Reimburse mileage-General	93.75
BP Oil Company	August gasoline-General	1,211.19
McGhee & Co.	Supplies/Eastern Division Court-General	72.13
Wheeling Office Supply	Supplies/Auditor-General	17.86
Draft-Co Inc.	Web hosting agreement/GIS Projects-General	3,600.00
CDW-G Inc.	Supplies/GIS Projects-General	232.99
Fleet Services/Marathon	August gasoline-General	1,230.97
C-Crystal & Hinckley Springs	Water-Probate	92.81
K-Lash Excavating & Paving	Liquid bituminous-Engineer's MVGT	8,253.00
Wells Fargo Payment Ctr	Visa payment-Engineer's MVGT	355.10
Wells Fargo Payment Ctr	Visa-Engineer's MVGT	130.96
M-First Net	Internet-Juvenile Court	199.99
Lowe's	Air conditioners-Juvenile Court	1,655.00
N-BBR Drilling Co.	Project 05-2 Co. Hwy. 2 Flood Repair Proj/Engineer's Rds & Bridges	534,699.00
P-Lowe's	Supplies-Oakview Admin Building	9.09
Eastern Ohio Regional Wastewater Authority	August service-Eastern Court Satellite	41.50
American Electric Power	Misc. service/WW#1-Sanitary Sewer	175.25
S-OMCCA	Dinner for Clerk's meeting-Eastern Division Court	20.00
Winter's Hardware	Stepladder/Litter Control-Ohio Valley Recycling	54.99

Citgo Petroleum Corp.	Gasoline/E. Gorence Adult Probation-Common Pleas Grant	19.81
Casnet	Film processing-Probate	44.54
Comcast	Internet-Clerk of Courts	206.49
West Group	Westlaw August 2005	372.28
Crystal Springs	Water rental September 2005-Common Pleas Court	59.88
Y-Health Assurance PPO	October premium-Insurance	169,334.55
Health Assurance HMO	October premium-Insurance	62,816.98
Health Plan	October premium-Insurance	146,399.57
W-Digital Data Communications	various computer issues & equipment-Prosecutor's DRETAC	7,438.05

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 September 28, 2005 as follow:

FUND	AMOUNT
GENERAL	\$35,868.16, \$8,660.49, \$68,014.27
GENERAL/ATTORNEY FEES	\$4,851.00
H-LITTER CONTROL	\$2,602.63
COUNTY HOME/PARK HEALTH	\$4,562.47
H-BCDJFS/PA	\$4,282.92, \$1,000.00, \$1,635.00
BCDJFS/WIA	\$140,716.39
BCDJFS/CSEA	\$43,957.39
K-ENGINEER'S MVGT	1,251.66, \$36,645.99
P-OAKVIEW ADMIN BUILDING	\$887.74
SANITARY SEWER	\$761,845.20, \$22,024.14, \$7,687.95
S-DISTRICT DETENTION/SARGUS	\$6,485.38, \$2,456.15
OAKVIEW JUVENILE RESIDENTIAL CTR	\$51,968.08, \$1,722.23
WESTERN DIVISION COURT	\$126.70
CERTIFICATE OF TITLE ADMIN	\$1,726.58
T-BJA CONGRESSIONAL MANDATED AWD	\$4,783.66
WSGDF	\$274.39

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the transfer of funds for the various county departments as follows:

IN THE MATTER OF TRANSFERS WITHIN THE BELMONT COUNTY GENERAL FUND

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

FROM	TO	AMOUNT
A008-D03 Other Health	A001-A10 Professional Services	\$20,000.00

IN THE MATTER OF TRANSFER WITHIN FUND FOR VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for various Juvenile Court Funds.

M055 C-CAP

FROM	TO	AMOUNT
M055-M09 Salaries	M055-M16 Victims of Crime	\$ 4,000.00

M067 ALTERNATIVE SCHOOL

FROM	TO	AMOUNT
M067-M01 Salaries	M067-M08 Contracts	\$ 2,247.24

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT COUNTY DJFS CHILDREN SERVICES FUND S17

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the Belmont County DJFS Children Services Fund S17.

FROM	TO	AMOUNT
S017-S22 Contracts	S017-S31 Other Exp.	\$ 10,000.00

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the Belmont Harrison Juvenile District Detention Home S33.

FROM	TO	AMOUNT
S233-S34 Food Service Exp.	S033-S44 PERS/STRS Hospitalization	\$ 851.00
S233-S34 Food Service Exp.	S033-S47 Hospitalization	4,344.00

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE RECORDER'S SUPPLEMENTAL EQUIPMENT FUND S78

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within the Recorder's Supplemental Equipment Fund S78 as follows:

FROM	TO	AMOUNT
S078-S11 PERS	S078-S12 Medicare	\$ 75.00

**IN THE MATTER OF TRANSFERS WITHIN THE
OHIO VALLEY RECYCLING FUND S39**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfers within the Ohio Valley Recycling fund.

FROM	TO	AMOUNT
S039-V02 Salaries	S039-V15 Hospitalization	\$ 292.74
S039-V10 PERS	S039-V12 Medicare	\$ 140.40

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of August, 2005.

FROM	TO	AMOUNT
T10T04 WSGDF Transfer Out	0000P03 WWS #2 01004002	\$ 133.88
T10T04 WSGDF Transfer Out	0000P05 WWS #3 02004002	188.34
T10T04 WSGDF Transfer Out	0000P53 SSD #2 04004002	45.40
T10T04 WSGDF Transfer Out	0000P55 SSD #3A 06004002	<u>134.08</u>
TOTAL		\$ 501.70

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE
PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND W80**

Motion made by Mr. Longshaw, seconded by Mr. Probst to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund W80.

FROM	TO	AMOUNT
W080-P01 Salaries	W080-P08 Medicare	\$ 7.19

**IN THE MATTER OF MONTHLY TRANSFER OF
FUNDS FOR BELMONT COUNTY SANITARY SEWER**

Month of September 2005 for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
P003-P18 SUPPLIES	Y090-Y02 SUPPLIES	864.58
P003-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	6,602.00
P003-P20 LABOR	Y090-Y04 LABOR	0.00
P003-P21 MATERIALS	Y090-Y05 MATERIALS	8,389.56
P003-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	52.87
P003-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	2,842.80
P003-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P003-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	48,461.87
P003-P27 ADV & PRINTING	Y090-Y04 ADV & PRINTING	0.00
P003-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P003-P29 PERS	Y090-Y12 PERS	1,822.66
P003-P30 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P003-P31 OTHER EXPENSES	Y090-Y14 OTHER EXPENSES	12,235.05
P003-P32 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	0.00
P003-P35 MEDICARE	Y090-Y18 MEDICARE	275.21
TOTAL		81,546.60
P005-P18 SUPPLIES	Y090-Y02 SUPPLIES	1,707.15
P005-P19 EQUIPMENT	Y090-Y03 EQUIPMENT	13,035.49
P005-P21 MATERIALS	Y090-Y05 MATERIALS	27,976.11
P005-P22 CONTRACT REP.	Y090-Y06 CONTRACT REP.	103.90
P005-P23 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	57,718.58
P005-P24 CONTRACT PROJ.	Y090-Y08 CONTRACT PROJ.	0.00
P005-P25 PURCHASED H2O	Y090-Y09 PURCHASED H2O	1,258.38
P005-P27 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P005-P28 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P005-P29 PERS	Y090-Y12 PERS	5,918.11
P005-P30 WORKERS' COMP	Y090-Y13 WORKERS'COMP	0.00
P005-P31 OTHER EXP.	Y090-Y14 OTHER EXP.	24,784.06
P005-P34 TRANSFERS-OUT	Y090-Y17 TRANSFERS-OUT	516,113.89
P005-P35 MEDICARE	Y090-Y18 MEDICARE	795.39
TOTAL		649,411.06
P051-P02 SUPPLIES	Y090-Y02 SUPPLIES	90.54
P051-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	0.00
P051-P05 MATERIALS	Y090-Y05 MATERIALS	1,459.15
P051-P06 CONTRACT REP.	Y090-Y06 CONTRACT REP.	4.55
P051-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	1,198.88
P051-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	0.00
P051-P09 SEWAGE DIS.	Y090-Y08 SEWAGE DIS.	6,119.17
P051-P11 ADV & PRINTING	Y090-Y10 ADV & PRINTING	0.00
P051-P12 TRAVEL & EXP	Y090-Y11 TRAVEL & EXP	0.00
P051-P13 PERS	Y090-Y12 PERS	562.59
P051-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P051-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	764.71
P051-P16 TRANSFERS OUT	Y090-Y17 TRANSFERS OUT	0.00
P051-P35 MEDICARE	Y090-Y18 MEDICARE	211.52
TOTAL		10,411.11
P053-P02 SUPPLIES	Y090-Y02 SUPPLIES	52.74
P053-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	328.39
P053-P05 MATERIALS	Y090-Y05 MATERIALS	3,205.28
P053-P06 CONTRACT REP.	Y090-Y06 CONTRACT REPAIRS	2.56
P053-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	8,022.38
P053-P08 CONTRACT PROJ	Y090-Y08 CONTRACT PROJ	15,420.00
P053-P09 SEWAGE DIS.	Y090-Y09 SEWAGE DIS.	19,361.22

P053-P11 ADVER.&PRINTING	Y090-Y10 ADVER.&PRINTING	358.70
P053-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP	0.00
P053-P13 PERS	Y090-Y12 PERS	1,935.63
P053-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P053-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	816.10
P053-P16 TRANSFERS OUT	7090-717 TRANSFERS OUT	253,085.48
P053-P35 MEDICARE	Y090-Y18 MEDICARE	221.01
TOTAL		302,809.49
P055-P02 SUPPLIES	Y090-Y02 SUPPLIES	15.42
P055-P03 EQUIPMENT	Y090-Y03 EQUIPMENT	95.93
P055-P05 MATERIALS	Y090-Y05 MATERIALS	308.06
P055-P06 CONTRACT REPAIRS	Y090-Y06 CONTRACT REPAIRS	0.00
P055-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	1,115.41
P055-P11 ADVER & PRINTING	Y090-Y07 ADVER & PRINTING	0.00
P055-P12 TRAVEL & EXP.	Y090-Y11 TRAVEL & EXP.	0.00
P055-P13 PERS	Y090-Y12 PERS	253.83
P055-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P055-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	95.47
P055-P35 MEDICARE	Y090-Y18 MEDICARE	31.48
TOTAL		1,915.60
P056-P02 SUPPLIES	Y090-Y02 SUPPLIES	0.00
P056-P07 CONTRACT SERV.	Y090-Y07 CONTRACT SERV.	0.00
P056-P09 SEWAGE DISP.	Y190-Y08 SEWAGE DISP.	5,000.00
P056-P13 PERS	Y090-Y12 PERS	28.11
P056-P14 WORKERS' COMP	Y090-Y13 WORKERS' COMP	0.00
P056-P15 OTHER EXP.	Y090-Y14 OTHER EXP.	34.39
P056-P16 TRANSFERS OUT	Y090-Y14 TRANSFERS OUT	0.00
P056-P35 MEDICARE	Y090-Y18 MEDICARE	11.89
TOTAL		5,074.39

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 24, 2005.

GENERAL FUND

A002-B07 Common Pleas/Juror Fees	\$3,000.00
A002-B08 Common Pleas/Witness Fees	2,000.00
A015-A14 Attorney Fees	5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 24, 2005.

GENERAL FUND

A104-B13 Jail Maintenance	\$3,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES**

Motion made by Mr. Probst, seconded by Mr. Longshaw requesting certification of monies by the Budget Commission as follows:

Requesting certification of available monies for the **General Fund** in the **total amount of \$ 59,513.06**

- \$3,559.58 paid in September 9, 2005 into A045-A00 Refunds & Reimbursements/reimbursement from Bel. Co. Soil & Water for summer student
- \$30,000.00 paid in September 23, 2005 into A042-A00 Misc./Contribution to GIS Dept. from Belmont County Sanitary Sewer Dist.
- \$25,953.48 paid in September 27, 2005 into A045-A00 Refunds & Reimbursement/BCDJFS salary & all supplemental costs for Brad Johnston, Floodplain Coordinator
-

Requesting certification of monies for **the P90 L.E. P.C. Fund** as follows: \$16,436.00 paid in September 21, 2005 P090-P01 State grant funds received.

Requesting certification of monies for the Commissioners **CDBG Fund in the total amount of \$ 61,074.00** as follows:

**paid into T011-T01 on
Drawdown # 313
Grant # B-C-04-007-1**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated September 21, 2005 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPLICATION FOR
USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BELLAIRE**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Village of Bellaire's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$41,000.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

- CR 214 Corp. Line to Old SR 7
- 33rd Street (Hamilton St. to Monroe St.)
- Hamilton Street (33rd to 32nd)
- 32nd Street (Hamilton St. to Washington St.)
- Washington Street (32nd to 33rd)

The estimated cost will be \$129,000.00 of which \$41,000.00 is from the vehicle license tax fund.

Mr. Bennett finds that the purposes listed are eligible and that the streets involved are included on the approved map designating streets conducive to the orderly and efficient flow of traffic within and through the county. Upon completion, copies of the invoices will be submitted to the Belmont County Engineer for the processing of payment to the Village.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
CHANGE ORDER NO. 1 FOR NICOLOZAKES TRUCKING & CONSTRUCTION**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign Contract Change Order No. 1 in the amount of \$31,778.91 for Nicolozakes Trucking & Construction, Inc. for the Belmont County Sanitary Sewer District's Morristown Sewage Lift Station project based upon the recommendation of Jeff Vaughn, Vaughn Coast and Vaughn, Project Engineer and David Grum, Project Consultant.

Note: This is a decrease to original contract amount. The contractor included in his bid the cost to purchase pipeline materials. The Owner will supply the materials. New contract total: \$306,948.86

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO
CONTRACT WITH MICHAEL MCGLUMPHY, CONSULTING
ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB
AND FAMILY SERVICES RE: WORKFORCE INVESTMENT AREA 16**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a contract with Michael McGlumphy, Consulting (Contractor) on behalf of the Belmont County Department of Job & Family Services for the purpose of coordinating activities required by the Workforce Investment Act for Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

Note: This replaces the contract approved June 29, 2005 due to the State renegotiating the contract amount. The new contract amount is not to exceed \$53,460.00; effective October 1, 2005 through June 30, 2006. Previous contract amount was \$114,408.00

**CONTRACT BETWEEN THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
(BCDJFS)
AND
MICHAEL MCGLUMPHY, CONSULTING (CONTRACTOR)**

PURPOSE:

To coordinate activities required by the Workforce Investment Act for Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

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) 695-1074
- Contractor:** Michael McGlumphy Consulting
63656 Arrowhead Road
Cambridge, OH 43752
(740) 432-5476

SCOPE OF WORK:

THE CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE BCDJFS:

- A. Coordinate the implementation and operation of the Workforce Investment Act.
- B. Under the direction of the Council of Government (COG), the Workforce Investment Board (WIB), and the Youth Council (YC), maintain the current Intergovernmental Agreement and Bylaws, coordinate activities and maintain membership rosters for each group.
- C. Plan and provide meeting materials for each group.
- D. Prepare a written agenda and record minutes of meetings.

- E. Prepare, modify, and submit the Business Plan and Youth Plan for the combined four county area.
- F. Provide liaison between state and federal program monitors.
- G. Maintain all required COG, WIB, and YC records and make them available as requested by monitors.
- H. Coordinate WIA program operators' responses to monitoring reports.
- I. Ensure compliance with all applicable directives.
- J. Coordinate the submission of resolutions and signed applications.
- K. Submit reports as requested or directed.
- L. Assist with development of all required agreements, plans and Memorandum of Understanding.
- M. Assist with selection of service providers as necessary.
- N. Assist with Request for Proposals for Adult and Youth services as necessary.
- O. Assist with Youth Provider selection.
- P. Collect performance and participant data for monthly reporting to the COG and WIB.
- Q. Provide assistance to the Fiscal Agent and One Stop Operators as required.
- R. Plan and provide meeting material for Quarterly One Stop System meetings.
- S. Collect and provide statistical data on One Stop System operations.
- T. Facilitate and coordinate the drafting and approval of local WIB policies and procedures.
- U. Provide clerical duties as required by the COG, WIB, and YC.
- V. Provide other duties as identified by the COG, WIB, and YC.
- W. Provide WIA programmatic monitoring services to Belmont, Carroll and Harrison Counties.

IN COOPERATION WITH THE WORKFORCE INVESTMENT BOARD, THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AGREES TO PROVIDE THE FOLLOWING:

- A. BCDJFS agrees to cooperate and collaborate with Michael McGlumphy, Consulting, to plan, implement and monitor the provision of services under this agreement.
- B. BCDJFS agrees to maintain communication with Michael McGlumphy, Consulting, on local Workforce Investment Act program and related activities as it applies to all counties within Workforce Investment Area 16.**
- C. BCDJFS will coordinate with Michael McGlumphy Consulting, to accomplish the following:
 - 1. Reporting WIA performance for the one-stop system and its partners and contracted vendors.
 - 2. Submitting all reported information to the Council of Government, Local Workforce Investment Board, Youth Council and ODJFS.
 - 3. Maintaining the Eligible provider list for the ITA system, per the direction of the Local Workforce Investment Board.
 - 4. Providing Michael McGlumphy Consulting with Monthly Fiscal reports for the WIB and COG.

EFFECTIVE DATE:

The effective date of this contract shall be October 1, 2005, upon approval and signature of all parties and continue through June 30, 2006. Total expenditures may not exceed \$53,460.00. In the event that additional services become necessary this contract and total expenditures may be amended to enable the Contractor to provide those services. An amendment becomes effective upon approval and signature of all parties.

CONSIDERATION:

- A. Michael McGlumphy Consulting shall submit detailed invoices on a Monthly basis. Invoices shall be submitted to the Belmont County Department of Job and Family Services, to the attention of the Fiscal Officer. All such invoices shall contain the following information:
 - 1. Contractor name, address and Federal ID number and/or Social Security number.
 - 2. Billing period.
 - 3. Detailed hourly summary of all billable hours for the payment reporting period.
 - 4. Total amount of invoice.
 - 5. Authorized signature.
- B. Payment by BCDJFS shall be made within fourteen (14) days of receipt of correct invoice.
- C. Payment rate is \$55.00 per hour not to exceed 108 hours per month. This amount will include all other incidentals such as postage, travel, training, etc. Total expenditures may not exceed \$53,460.00.
- D. In the event that additional services become necessary this contract and total expenditures may be amended to enable the Contractor to provide those services. An amendment becomes effective upon approval and signature of all parties.
- E. In the event that the Contractor cannot provide all necessary services within the 108 hours this contract and total expenditures may be amended to enable the Contractor to provide those services. An amendment becomes effective upon approval and signatures of all parties.

EVALUATION AND MONITORING

The BCDJFS, with the cooperation of Michael McGlumphy Consulting, will complete periodic monitoring and evaluation activities as deemed necessary by the BCDJFS. The continuation of this contract shall be contingent upon the program objectives contained in the contract being achieved.

MICHAEL MCGLUMPHY CONSULTING OBLIGATIONS

Michael McGlumphy Consulting shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

Michael McGlumphy Consulting shall not perform in any way inconsistent with the terms of this contract except as approved, in writing by the BCDJFS, Workforce Investment Board and Council of Government for WIA-16. Adjustment in the services to be provided may not be made without prior approval of the BCDJFS and/or Workforce Investment Board and Council of Government for WIA-16.

Michael McGlumphy Consulting shall provide a detailed hourly summary of all billable hours prior to payment by the purchaser.

TERMINATION

Either party upon thirty (30) days written notice may terminate this contract for any reason.

CONFIDENTIALITY

The Contractor agrees that he shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. The Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of BCDJFS and the State of Ohio.

ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign any interest, including subcontracting, in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of BCDJFS and the Workforce Investment Board and Council of Government for WIA-16, and subject to such conditions and provisions as BCDJFS may deem necessary.

INDEPENDENT CONTRACT

The Contractor 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 the agreement. The Contractor agrees that, as an independent contractor, he assumes all responsibility for any federal, state, municipal or other tax liabilities that may accrue as a result of compensation received for services or deliverables rendered hereunder.

Michael McGlumphy Consulting certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

NONDISCRIMINATION

The Contractor may not, in the performance of this contract, discriminate against any employee who is employed in the work covered by this contract, or against any applicant for such employment and Contractor shall not discriminate against individuals because of race, color, religion, age, sexual preference, sex, handicap, or national origin.

RECORDS AND AUDITS

The Contractor agrees to maintain all books, records, documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor materials, equipment, supplies, and services as well, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract, and will follow all county, State of Ohio and Federal record retention policies regarding disposal.

INDEMNIFICATION

The Contractor understands and agrees that it is an independent Contractor and agrees to indemnify and hold the BCDJFS harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including but not limited to costs and expenses, arising out of breach of contract, acts of omissions of the Contractor and findings for recovery relating to any and all audits.

AMENDMENTS

This Contract may be amended in writing. No amendment shall be effective until such date, as both parties have executed a written agreement.

MISCELLANEOUS

Any notice to the BCDJFS shall be sufficient if sent certified mail, return receipt requested, if such notice states that it is a formal notice related to the Contract. Any notice to the Contractor shall be sufficient if sent certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this Contract.

If there is any publicity releases or other public reference including medial release, information pamphlets, etc., on the services provided under this contract, it will be clearly stated that the project is funded under the State of Ohio's Workforce Investment Act.

In respect to the award and operation of this Contract, the BCDJFS and Contractor agree to comply with all applicable Federal and State laws. This Contract is to be construed, governed and enforced under the laws of the State of Ohio.

Performance of the contract by the Belmont County Department of Job and Family Services is contingent upon approval of the WIA 16 Council of Government and upon availability of State and Federal Funds.

CONTRACT APPROVED BY:

<u>Dwayne Pielech /s/</u>	<u>9-20-05</u>
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	
WIA 16 Fiscal Agent	
<u>Michael McGlumphy /s/</u>	<u>9/20/05</u>
Michael McGlumphy, Consultant	Date
Michael McGlumphy Consulting	

Approved as to form:	
<u>Chris Berhalter /s/</u>	<u>9/22/05</u>
Office of Prosecuting Attorney	Date

Belmont County Commissioners:	
<u>Charles R. Probst, Jr. /s/</u>	<u>9/28/05</u>
Belmont County Commissioner	Date

<u>Gordie W. Longshaw /s/</u>	<u>9/28/05</u>
Belmont County Commissioner	Date

_____	_____
Belmont County Commissioner	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT
WITH MICHAEL MCGLUMPHY CONSULTING
ON BEHALF OF BELMONT COUNTY DEPT. OF JOB AND FAMILY SERVICES
RE: NATIONAL EMERGENCY GRANT OH-14**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a contract with Michael McGlumphy, Consulting (Contractor) on behalf of the Belmont County Department of Job & Family Services for the purpose of performing Administrative Entity function for the National Emergency Grant OH-14 and to coordinate activities required by the Workforce Investment Act for Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

Note: Contract amount not to exceed \$45,531.00, effective July 1, 2005 through June 30, 2006.

**CONTRACT BETWEEN THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
(BCDJFS)
AND
MICHAEL MCGLUMPHY, CONSULTING (CONTRACTOR)**

PURPOSE:

To perform Administrative Entity function for the National Emergency Grant OH-14. Coordinate activities required by the Workforce Investment Act for Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

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) 695-1074	Contractor:	Michael McGlumphy Consulting 63656 Arrowhead Road Cambridge, OH 43752 (740) 432-5476
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SCOPE OF WORK:

THE CONTRACTOR AGREES TO PROVIDE THE FOLLOWING SERVICES TO THE BCDJFS:

- A. Coordinate the implementation and operation of Flood Grant OH-14.
- B. Provide liaison between state and federal program monitors.
- C. Coordinate WIA program operators' responses to monitoring reports.
- D. Ensure compliance with all applicable directives.
- E. Coordinate the submission of agreements, resolutions and signed applications.
- F. Submit bi-weekly reports as requested or directed.
- G. Maintain records of the project design and operation.
- H. Assist with development of all required agreements and plans.
- I. Conduct monitoring reviews continually, which will include verification of procurement and participant data/records review. On site visits to ensure all safety equipment and procedures are being followed.
- J. Verify planned level of participants and expenditures against actual.

IN COOPERATION WITH THE WORKFORCE INVESTMENT BOARD, THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AGREES TO PROVIDE THE FOLLOWING:

- A. **BCDJFS agrees to cooperate and collaborate with Michael McGlumphy, Consulting, to plan, implement and monitor the provision of services under this agreement.**
- B. BCDJFS agrees to maintain communication with Michael McGlumphy, Consulting, on local Workforce Investment Act Flood Grant OH-14 and related activities as it applies to all counties within Workforce Investment Area 16.
- C. BCDJFS agrees to coordinate with Michael McGlumphy Consulting, to accomplish the following:
 - 1. Submission of Bi-weekly reports.
 - Assist with development of all required agreements and plans.
 - Conducting monitoring. Michael McGlumphy Consulting will conduct Programmatic monitoring. BCDJFS will conduct Fiscal monitoring.

EFFECTIVE DATE:

The effective date of this contract shall be July 1, 2005, upon approval and signature of all parties and continue through June 30, 2006. Total expenditures may not exceed \$45,531.00.

CONSIDERATION:

- A. Michael McGlumphy Consulting shall submit invoices on a Monthly basis. Invoices shall be submitted to the Belmont County Department of Job and Family Services, to the attention of the Fiscal Officer. All such invoices shall contain the following information:
 - 1. Contractor name, address and Federal ID number and/or Social Security number.
 - 2. Billing period.
 - 3. Total amount of invoice.
 - 4. Authorized signature.
- B. Payment by BCDJFS shall be made within fourteen (14) days of receipt of correct invoice.
- C. Payment rate is \$55.00 per hour. Mileage will be reimbursed at the current federal rate. Total expenditures may not exceed \$45,531.00.

EVALUATION AND MONITORING

The BCDJFS, with the cooperation of Michael McGlumphy Consulting, will complete periodic monitoring and evaluation activities as deemed necessary by the BCDJFS. The continuation of this contract shall be contingent upon the program objectives contained in the contract being achieved.

MICHAEL MCGLUMPHY CONSULTING OBLIGATIONS

Michael McGlumphy Consulting shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

Michael McGlumphy Consulting shall not perform in any way inconsistent with the terms of this contract except as approved, in writing by the BCDJFS, Workforce Investment Board and Council of Government for WIA-16. Adjustment in the services to be provided may not be made without prior approval of the BCDJFS and/or Workforce Investment Board and Council of Government for WIA-16.

*** TERMINATION THROUGH MISCELLANEOUS SAME AS CONTRACT ABOVE**

CONTRACT APPROVED BY:

<u>Dwayne Pielech /s/</u>	<u>9-20-05</u>
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	
WIA 16 Fiscal Agent	
<u>Michael McGlumphy /s/</u>	<u>9/20/05</u>
Michael McGlumphy, Consultant	Date
Michael McGlumphy Consulting	
Approved as to form:	
<u>Chris Berhalter /s/</u>	<u>9/22/05</u>
Office of Prosecuting Attorney	Date
Belmont County Commissioners:	
<u>Charles R. Probst, Jr. /s/</u>	<u>9/28/05</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>9/28/05</u>
Belmont County Commissioner	Date
_____	_____
Belmont County Commissioner	Date

Upon roll call the vote was as follows:

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

Note: The following two contracts replace the agreement signed on September 9, 2005 with the Educational Service Center which is being voided:

**IN THE MATTER OF ENTERING INTO
GRANT AGREEMENT BY AND BETWEEN BCDJFS ON BEHALF OF
THE BELMONT COUNTY FAMILY & CHILDREN FIRST COUNCIL
AND THE EDUCATIONAL SERVICE CENTER
RE: OHIO CHILDREN'S TRUST FUND CHILD ABUSE PREVENTION PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a Grant Agreement by and between the Belmont County Department of Job and Family Services, on behalf of the Belmont County Family & Children First Council and the Educational Service Center, for provision of administrative services for the Ohio Children's Trust Fund Child Abuse Prevention Program. This contract is effective July 1, 2005 through June 30, 2006 in the total maximum amount of \$19,281.00.

**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 28th day of September, 2005 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 Educational Service Center, 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, 2005 through June 30, 2006.

AMOUNT OF GRANT/PAYMENTS

The Department agrees to grant to the Provider \$19,281.00 in SFY 2006 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.

SIGNATURES

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

Dwayne Pielech /s/	9-22-05
_____	_____
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
Mike Crawford /s/	9-22-05
_____	_____
Mike Crawford, Superintendent	Date

Educational Service Center

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO
AGREEMENT WITH TRI-COUNTY HELP CENTER
ON BEHALF OF BCDJFS RE: ADMINISTRATIVE SERVICES FOR
OHIO FAMILY & CHILDREN FIRST COUNCIL**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into an agreement with Tri-County Help Center on behalf of the Belmont County Department of Job and Family Services for the provision of administrative services for the Ohio Family & Children First Council of Belmont County. This contract is effective July 1, 2005 through June 30, 2006 in the total maximum amount of \$20,000.00

**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 28th day of September, 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, 2005 through June 30, 2006, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. 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.

<u>Dwayne Pielech /s/</u>	9-22-05
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	

<u>Karen Scott by Cathy J. Campbell /s/</u>	9/22/05
Karen Scott, Director	Date
Tri-County Help Center	

<u>Charles R. Probst, Jr. /s/</u>	9/28/05
Belmont County Commissioner	Date

<u>Gordie W. Longshaw /s/</u>	9/28/05
Belmont County Commissioner	Date

Belmont County Commissioner	Date
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Approved as to form:	
<u>Robert Quirk /s/</u>	9/22/05
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO RENEWAL OF TITLE IV-D CHILD SUPPORT CONTRACT WITH BELMONT COUNTY JUVENILE COURT MAGISTRATE DIVISION/ ON BEHALF OF BCDJFS

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a renewal of the Title IV-D Child Support contract on behalf of the Belmont County Department of Job and Family Services Child Support Enforcement Agency with the Belmont County Juvenile Court for the Magistrate Division.

Note: Contract period July 1, 2005 through June 30, 2006

Total contract amount is \$79,818.00 based on a unit rate of \$150.60 per CSEA initiated judgment entry

66% Federal Funds \$52,679.88

34 % Local funds \$27,138.12.

IV-D SERVICE CONTRACT

Pursuant to Title IV-D of the Social Security Act, section 3125.13 and 3125.14 of the Ohio Revised Code, and rule 5101:12-10-45 and its supplemental rules of the Ohio Administrative Code promulgated by the Ohio Department of Job and Family Services, the Belmont County Child Support Enforcement Agency (hereinafter referred to as "CSEA") is authorized to enter into this contract with Belmont County Juvenile Court (hereinafter referred to as "Contractor") for the purchase of services on the 7th day of July 2005.

This contract will be effective from the 1st day of July, 2005, through the 30th day of June, 2006, unless terminated according to the terms of paragraph 24 of this contract. In no case may the contract period exceed one (1) year. Contract periods may be agreed upon for less than one (1) year pursuant to paragraph (A) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

This contract consists of this document, being the JFS 07018, and all attached forms as prescribed by paragraph (B) and (C) of rule 5101:12-10-45.2 of the Ohio Administrative Code which are incorporated and deemed to be a part of this contract as if fully written herein.

The CSEA and the Contractor certify that all contract deliverables, including all units of service as described in paragraph 5 of this contract, which are being purchased under this contract are units for which federal financial participation under 45 CFR part 304 is available.

Federal financial participation is available for the reimbursement of allowable IV-D activities in IV-D cases being administered by the CSEA. A IV-D case is initiated upon the filing of an application for IV-D services at the CSEA pursuant to ORC 3125.36 or upon the opening of a case in which an assignment of support payments is in effect.

No federal financial participation is available for the reimbursement of activities which have not been initiated by the CSEA except as described in paragraph (D) of rule 5101:12-10-45.2 of the Ohio Administrative Code and paragraph 23 of this contract.

The following shall be the terms of the contract:

Purchase of Services: Subject to terms and conditions set forth in this contract, the CSEA agrees to purchase and Contractor agrees to provide the specific unit of service as defined in paragraph 5 of this contract.

Purpose: The CSEA and Contractor agree to coordinate services as defined in paragraph 5 of this contract and to make all reasonable efforts to coordinate with other Contractors to establish a cooperative, comprehensive county plan for the effective enforcement of child support pursuant to section 3125.03 of the Ohio Revised Code. The CSEA and the Contractor agree to use all available resources in cooperation with other counties and states to obtain or enforce orders for support.

Contractor Certification - Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the State of Ohio under that section.

Contractor Certification - Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or practice law in Ohio have been obtained and are operative. If at any time during the contract period the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this contract.

Unit of Service: For purposes of this contract, a unit of service is defined as follows:

A CSEA-initiated judgment entry that summarizes the Court's activity and results of any CSEA-initiated case with or without a hearing. Magistrate will no longer be billing for non-CSEA initiated cases.

If the unit of service is defined as an hour, partial units may be expressed in fractions of an hour defined in increments of fifteen minutes for purposes of determining the number of billable hours for which FFP reimbursement may be available.

Contract Unit Cost and Billing Requirements

Governmental Contracts

Unit Rate: For contracts between a CSEA and a governmental contractor as defined in paragraph (B)(1) of rule 5101:12-10-45 of the Ohio Administrative Code and pursuant to calculations contained in the JFS 07020 "Child Support Governmental Contractor Budget" (attached) the unit rate for this contract has been budgeted at \$150.60 per CSEA-initiated judgment entry..

Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (150.60) as determined by the calculations on the JFS 07020 by the number of Units of Service (530) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$79,818.00.

Billing: The governmental contractor shall submit the actual monthly expenses of the contract as recorded on the JFS 07034 and based upon the justified unit rate for each month as calculated on the JFS 07034 to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

Non-governmental Contracts

Unit Rate: For contracts between a CSEA and a non-governmental contractor as defined in paragraph (B)(2) of rule 5101:12-10-45 of the Ohio Administrative Code, the unit of service shall be \$<dollar amount> per <hour, hearing, etc.> as determined through the procurement process for this contract.

Total Projected Contract Cost: The total cost of this contract is calculated by multiplying the Unit Rate (<\$ unit rate>) as defined in paragraph (6)(B)(1) of this contract by the number of Units of Service (<# units of service>) which are anticipated to be purchased during the contract period for a total projected contract cost of \$<\$ contract ceiling>

Billing: The non-governmental contractor shall submit the actual monthly expenses of the contract to the CSEA for payment no later than 30 days after the last day of the month in which services were provided using the JFS 07035.

Billing Requirements: In the event that the contractor neglects or refuses to submit an invoice to the CSEA for payment to the CSEA within the time frame provided in rule 5101:12-10-45.3(B)(1)(e) and (B)(2)(d) of the Ohio Administrative Code, the CSEA reserves the right to refuse payment of that invoice.

Availability of Funds: The CSEA represents that it has adequate funds to meet its obligations under this contract, that it intends to maintain this contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this contract.

Payments for all services provided in accordance with the provisions of this contract are contingent upon availability of non-federal and federal matching funds pursuant to rule 5101:12-10-45 and its supplemental rules, as follows:

	Amount	Source
Non-Federal Matching Funds (34%)	27,138.12	county
Federal Matching Funds (66%)	52,679.88	
Total Contract Price	79,818.00	

B. The CSEA warrants that the non-federal share is not provided from any source which is prohibited by state or federal law or by rule 5101:12-10-45.1 (G) of the Ohio Administrative Code.

Contract Performance Standards

Federally Mandated Performance Standards

Location Performance Standards

45 CFR 303.3(b)(3) Within no more than 75 calendar days of determining that location is necessary, a CSEA must access all appropriate locate sources and ensure that locate information is sufficient to take next action.

45 CFR 303.3(b)(5) A CSEA must repeat location attempts at least quarterly or immediately upon receipt of new information.

45 CFR 303.3(b)(4) A CSEA must refer appropriate cases to the IV-D agency of another state in accordance with the requirements of 45 CFR 303.7.

Establishment of Support Performance Standards

45 CFR 303.4(b) and Chapter 3119 of the Ohio Revised Code A CSEA must use appropriate state statutes and legal processes to establish a support obligation, including the use of the Ohio Child Support Guidelines.

45 CFR 303.4(d) A CSEA must establish an order for support or complete service of process within 90 calendar days of locating absent parent.

45 CFR 303.4(e) If a court or magistrate dismisses a petition for support without prejudice, the CSEA must then examine the reasons for dismissal and determine when it can seek an order in the future and do so.

Establishment of Paternity Performance Standards

45 CFR 303.5(a) CSEAs must provide an alleged father the opportunity to voluntarily acknowledge paternity in accordance with §302.70(a)(5)(iii) and attempt to establish paternity by legal process established under State law.

Enforcement of Support Performance Standards

45 CFR 303.6(c)(1) and (2) Initiate income withholding or other appropriate enforcement action unless service of process is necessary within no more than 30 calendar days of identifying a delinquency. If service is necessary, the timeframe becomes 60 calendar days from the delinquency or support related non-compliance.

45 CFR 303.6(c)(4) When enforcement attempts fail, determine why and re-attempt the enforcement action in the future.

Interstate Case Performance Standards

45 CFR 303.7(b)(1) A CSEA must use the long arm authority of Chapter 3115 of the Ohio Revised Code to establish paternity whenever appropriate.

45 CFR 303.7(b)(2) Within 20 calendar days of determining that an absent parent is in another state and the receipt of necessary information, the CSEA must send an interstate petition to the responding state's Interstate Central Registry.

45 CFR 303.7(b)(3) The CSEA must provide the responding state with sufficient and accurate information by submitting the mandated federally approved interstate forms and any necessary documentation.

45 CFR 303.7(b)(4) The CSEA must provide the IV-D agency or Interstate Central Registry in the responding state with any additional requested information or advise when the information will be provided within 30 calendar days of receipt of the request.

45 CFR 303.7(b)(5) The CSEA must notify the IV-D agency in the responding state within 10 working days of receipt of new information on the case and send a request for review of a child support order to another state within 20 calendar days of receipt of the necessary information.

45 CFR 303.7(c)(4) The CSEA must process an interstate petition to the extent possible or provide location services if required within 75 calendar days of receipt of the petition from the Interstate Central Registry (ICR).

45 CFR 303.7(c)(5) The CSEA must forward an interstate petition to the correct jurisdiction and notify the ICR within 10 working days of locating an absent parent in a different Ohio county.

45 CFR 303.7(c)(6) A CSEA must either return an interstate petition to the initiating state or forward the petition to the correct state, if requested by the initiating state, within 10 working days of locating the absent parent in another state.

Review and Adjustment Performance Standards

45 CFR 303.8(e) The CSEA must conduct a review of the order and adjust the order or determine that the order should not be adjusted within 180 calendar days of receiving a request for review or locating the absent parent.

Requirements for Cooperative Arrangements

45 CFR 303.107(c) All parties to this contract certify that all activities conducted pursuant to this contract shall be performed in full compliance with all requirements of Title IV-D and with regulations in 45 CFR Part 300, and any other applicable regulations and requirements.

Required Individual Contract Performance Standards

Required performance standards specific to this contract and developed pursuant to rule 5101:12-10-45.2(E) of the Ohio Administrative Code are stated as follows:

- A. For all actions filed by the CSEA, the billing statement will show the ten-digit SETS number as provided by the CSEA.
- B. Contractor will submit billing invoices within 10 days of the last day of the previous month in which services were provided.
- C. Contractor will respond to questions and phone calls regarding the contract within a reasonable time, usually no more than two days.

Independent Contractors: The Contractor and its agents, employees, and subcontractors 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 CSEA.

Financial Records: The Contractor 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 CSEA personnel, or their designees.

Availability and Retention of Records: Contractors 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 after final payment 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 agreement unless otherwise directed by the CSEA. If an audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

Expensed Equipment: Equipment which has been expensed rather than depreciated during the contract period must be transferred to the CSEA when the equipment is no longer needed to carry out the work under this contract or a succeeding contract. In lieu of equipment being transferred, the appropriate residual value may be transferred to the CSEA.

Responsibility of Audit Exceptions: The Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state or federal audit directly related to the provisions of this contract.

Confidentiality: The Contractor agrees that information concerning eligible individuals shall only be used in support of the IV-D program. Disclosure of information for any other purpose is prohibited except in accordance with section 3125.08 of the Ohio Revised Code and rule 5101:1-29-07.1 of the Ohio Administrative Code. This includes, to the extent applicable, "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, (HIPAA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

Equal Employment Opportunity: In carrying out this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. 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 for training including apprenticeship.

Civil Rights: In accordance with rule 9101 through 9101.6 of the Ohio Administrative Procedures Manual and rule 5101:9-2-01 of the Ohio Administrative Code, the contractor certifies the following:

That no person or persons shall be excluded from participation in, or denied the benefit of any service provided under the terms of this contract on the grounds of race, color, national origin, disability, age, gender, or religion.

That it will advise all persons who participate in or benefit from any services provided under the terms of this contract of the availability of an interpreter, if needed; and

That it will advise all persons who participate in or benefit from any service provided under the terms of this contract, of their right to file a complaint if they feel they have been discriminated against in county agency administered programs, on the basis of race, color, national origin, disability, age, gender, sexual orientation or religion.

That it will also advise all persons who participate in or benefit from any service provided under the terms of this contract of the name, title, and location of the person responsible for receiving the complaint.

ADA Compliance: The Contractor hereby certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.

Indemnity and Insurance (when applicable):

Indemnity: The Contractor agrees that it will at all times during the existence of this contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator designated under section 305.30 of the Ohio Revised Code of

the county in which the CSEA is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this contract.

Insurance: The Contractor 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 could cause injury or death.

Monitoring and Evaluation: The CSEA and the Contractor will monitor the manner in which the terms of the contract are being carried out and evaluate the extent to which services described in the contract are being achieved pursuant to form JFS 02151 and paragraph (B) of rule 5101:12-10-45.6 of the Ohio Administrative Code.

Accessibility of Program to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access to the program by providing services between the hours of 8:00 A.M. and 6:00 P.M. on the following days (Monday through Friday) with the exception of holidays as listed herein: all county holidays.

Amendment of Contract: No deletions or changes to the language of this contract will be permitted either through the proposed addenda to this contract or through any other method including amendment without the prior written approval of the Office of Child Support (OCS). Only sections which contain areas for which data is to be inserted, including the effective date of the contract, unit of service, number of units, unit rate, contract cost, performance standards, the availability of funds or the hours of service may be amended without the prior written approval of OCS. These sections may be amended at any time by a written amendment signed by all parties and submitted to ODJFS in the manner required by paragraph (F) of rule 5101:12-10-45.2 of the Ohio Administrative Code.

Optional Purchase of non-CSEA Initiated Court Hearings: A CSEA and a court in a contract for magistrate services may choose to contract for additional hearing time for the purpose of purchasing hearings which are not initiated by a CSEA as defined in paragraph (C)(4)(c) of rule 5101:12-10-45 of the Ohio Administrative Code. If this option is utilized, all requirements of paragraph (D) of rule 5101:12-10-45.2 apply. The authorized representative of the CSEA and the authorized representative of the court who have signed this contract shall each signify their decision to utilize this option by placing their initials on the lines below:

Initials of CSEA authorized representative

Initials of court authorized representative

Termination

In the event that the Contractor does not faithfully and promptly perform its responsibilities and obligations under this agreement as determined by the CSEA, the CSEA may terminate the agreement by providing the Contractor with written notice thirty days in advance of the termination date.

In the event that the CSEA does not faithfully and promptly perform its responsibilities and obligations under this contract, the Contractor may terminate the contract by providing the CSEA with written notice thirty days in advance of the termination date.

Notwithstanding Sections (A) and (B) of this paragraph, this contract may be terminated by mutual agreement at any time after the date on which the two parties reach their decisions.

Notwithstanding Sections (A) and (B) of this paragraph if the federal and/or non-federal funds designated for the programs are not available to the CSEA in an amount adequate to support the activities under this contract as determined by the CSEA, the CSEA may terminate this contract. Such termination is not subject to advance written notice but will be effective on the date federal and/or non-federal funds are no longer available or later as stipulated by the CSEA and all reimbursement to the Contractor will cease as of that date

Notwithstanding Sections (A) and (B) of this paragraph, the CSEA may terminate this contract immediately upon delivery of written notice to the Contractor if the CSEA has discovered any illegal conduct on the part of the Contractor.

In the event that the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio pursuant to paragraph four of this contract, all obligations under this contract shall immediately terminate and the Contractor will immediately cease the performance of any obligations under this contract.

In the event of termination under this paragraph, the Contractor shall be entitled to compensation upon submission of a proper invoice for the work performed prior to receipt of notice of termination which shall be calculated by the CSEA based on the rate set forth in paragraph six of this contract less any funds previously paid by or on behalf of the CSEA. The CSEA shall not be liable for any further claims and the claims submitted by the Contractor shall not exceed the total amount of consideration stated in this contract.

<u>Dwayne Pielech /s/</u>	<u>9/26/05</u>
Authorized CSEA Representative's Signature	Date
Dwayne Pielech, Director	Belmont
Names of CSEA Representative	Name of County
<u>J. M. Costine /s/</u>	<u>9/26/05</u>
Authorized Contractor's Signature	Date
J. Mark Costine, Juvenile & Probate Judge	
Name of Contractor Representative	

Juvenile and Probate Judge
Authorized Contractor Representatives Title

101 W. Main St.
Contractor's Street Address

St. Clairsville, OH 43950
Contractor's City, State, Zip

<u>Charles R. Probst, Jr. /s/</u>	<u>9/28/05</u>
County Commissioner's Signature	Date
<u>Gordie W. Longshaw /s/</u>	<u>9/28/05</u>
County Commissioner's Signature	Date
<u>Robert W. Quirk /s/</u>	<u>9/23/05</u>
Prosecutor's Signature	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
BELMONT-HARRISON JUVENILE DISTRICT ON BEHALF OF BCDJFS
RE: ADMINISTRATION OF TANF PROGRAMS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into an agreement with the Belmont-Harrison Juvenile District on behalf of the Belmont County Department of Job and Family Services for providing TANF (Temporary Assistance to Needy Families) services to families involved with the Juvenile District programs. This contract is effective October 1, 2005 through June 30, 2006 in the total maximum amount of \$90,000.00

Note: The TANF services offered will include prevention of out-of wedlock births and employment resources.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
SERVICE CONTRACT**

This contract is made and entered into as of October 1, 2005 between the Belmont-Harrison Juvenile District (hereinafter referred to as Provider) and the Belmont County Department of Job and Family Services (hereinafter referred to as Department) for the purpose of establishing the terms and conditions by which the Provider will be able to administer Temporary Assistance to Needy Families (TANF) programs in their facility in coordination with the Department in Belmont County.

Therefore, it is hereby mutually understood and agreed the Provider will offer the following services to families involved with the Belmont-Harrison Juvenile District:

--Guidance to participating families for income eligible programs; guidance will include, but not be limited to, accepting TANF applications and referrals to the Department as well as the Department's One-Stop Employment Center.

--Abstinence Education to youth between the ages of 12 and 17 years old to prevent out of wedlock pregnancies and help reduce teenage pregnancies in Belmont County. The Education program will also address Sexually Transmitted Diseases and unhealthy lifestyles that lead to a deterioration of the family unit and provide potential barriers to employment.

The goals of providing these services are to:

--Increase the economic resources to families of detained youth who are largely disadvantaged, low-income households;

--Decrease the rate of recidivism of youth admitted to the Sargus Juvenile Center;

--Reduce the amount of out of wedlock pregnancies in Belmont County, especially amongst teenagers.

The Provider will submit applicable statements to the Department listing costs and activities. Department will provide reimbursement to the Provider within thirty (30) days of receipt of billing as soon as County Auditor processes payment. The maximum amount to be paid under this contract is Ninety Thousand dollars (\$90,000.00).

1. Procurement procedures followed by the Department should be followed by the Provider.
2. This project is subject to available Federal and State funds.
3. Federal, State, County Agencies, the Controller General of the United States, or any other duly authorized representatives will have access to any books, documents, papers, and records which are in any way pertinent to this contract for the purpose of making audit explanations, excerpts, and transcriptions. Provider will maintain all required records for three (3) years after Department make final payment and all pending matters are closed.
4. The contract may be amended by means of a written instrument executed by all parties, hereto.
5. Provider and Department agree that as a condition of this contract, there shall be no discrimination against any client or employee because of race, color, sex, religion, national origin, handicap, or any other fact 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 rights 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.
6. The Provider shall indemnify and hold harmless the Department and its Fiscal Agent from all claims, losses, and expenses, including but not limited to attorney's fees, arising from or in connection with the failure of this Provider's employees or agents in providing the services as outlined in this contract.

The parties hereto agree to review the provisions of this contract prior to the end of its terms with the view of ascertaining whether or not an extension is necessary or advisable to provide further services.

Beth Oprisch /s/ Beth Oprisch, Director Belmont-Harrison Juvenile District	Date
Dwayne D. Pielech /s/ Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	9-28-05 Date
Charles R. Probst, Jr. /s/ Belmont County Commissioner	9-28-05 Date
Gordie W. Longshaw /s/ Belmont County Commissioner	9-28-05 Date
Belmont County Commissioner	Date
Chris Berhalter /s/ Approved as to form: Belmont County Prosecutor	9-28-05 Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Belmont County Department of Job and Family Services Prevention, Retention and Contingency (PRC) plan and authorize the submittal of the updated plan to the Ohio Department of Jobs and Family Services.

Note: The Belmont County Family Services Planning Committee met last week and approved the plan. The two most significant changes were increasing the family's income eligibility percent of poverty to 200% from 150% in order to make more families eligible for services in Belmont County and providing up to \$1,000 for heating assistance because of the great increases in fuel costs this winter. The PRC plan is an ever-updated document that is adjusted as disasters hit or economic conditions warrant. ODJFS requires a formal update every two years.

This revision of the PRC Program replaces all previous versions of the plan created by the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners.

The Belmont County Department of Job and Family Services (BCDJFS) will operate a Prevention, Retention and Contingency Program (PRC) Program to provide assistance to families to help them overcome immediate barriers to achieving or maintaining self-sufficiency. The plan is designed to help an eligible family with employment and training needs and/or emergent financial needs.

BCDJFS is responsible for using objective criteria when determining eligibility and approving or denying the application within five (5) working days after all verifications have been received. Eligibility will be determined on a case-by-case basis. An Ohio Works First (OWF) participant must be in compliance with their Self-Sufficiency Contract and Plan in order to receive help through the PRC Program. PRC funds may not be used for any medical services or to pay for health insurance with the exception of pre-pregnancy family planning and pre-employment physicals. These services may be limited.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF A REPLACEMENT VEHICLE FOR BELMONT SENIOR SERVICES TRANSPORTATION DEPARTMENT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the purchase of a replacement vehicle for the Belmont Senior Services Transportation Department to replace the 1994 Ford Aerostar which is currently out of service due to ongoing mechanical problems based upon the recommendation of the Belmont Senior Services Board of Trustees and hereby authorize the Clerk of the Board to proceed with the Required Notice to Bidders.

Note: This vehicle currently has over 237,000 miles on it and has required over \$1,500 in repairs and maintenance in the last six months. The importance of continuing to meet the increasing demand for transportation of senior citizens to doctor's appointments, kidney dialysis and chemotherapy is critical.

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 10:45 A.M. (Local Time) Wednesday, October 19, 2005 for furnishing One (1) 2006 Small Station Wagon (5 door sedan) for the Belmont Senior Services, 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.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © 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 bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio
Darlene Pempek /s/
Darlene Pempek, Clerk of the Board

Times Leader Advertisement: Two (2) Thursdays, October 6 and October 13, 2005

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR PAVING OF THE WALKING TRAIL AT FOX SHANNON PARK/NATUREWORKS GRANT PROJECT BELM-018

Motion made by Mr. Probst, seconded by Mr. Longshaw to award the bid for "the Paving of the Walking Trail at Fox Shannon Park Project BELM-018" to the low bidder, Lash Excavating & Paving, Colerain, Ohio, in the amount of \$52,875.00, based upon the recommendation of Bill Eddy, Belmont County Buildings & Grounds Superintendent and the Fox Shannon Park Committee. (One other bid was received from Wilson Blacktop Corporation in the amount of \$61,320.00)

Note: The Nature Works Grant has been awarded by the Ohio Department of Natural Resources in the amount of \$48,016.00 for the completion of a paved walking trail and the development of a drop-off zone with handicap parking spaces. There is a 20% local match committed for this project.

NOTICE OF AWARD

September 28, 2005

TO: LASH EXCAVATING & PAVING
P.O. BOX 296
COLERAIN, OHIO 43916

CONTRACT: Paving of Walking Trail at Fox Shannon Park Project BELM-018

You are hereby notified that your Bid dated September 14, 2005 for the above Contract has been considered. You are the apparent successful bidder and have been awarded the contract.

The Contract price of your bid for "Paving Walking Trail at Fox Shannon Park Project BELM-018" is Fifty-two thousand, eight hundred seventy-five dollars and 00/100. (\$52,875.00)

Please sign and return this NOTICE OF AWARD to the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

(Company Name)
on the _____ day of _____, 2005.

By: _____
Printed Name: _____
Title: _____

By Order of:
BELMONT COUNTY COMMISSIONERS
Darlene Pempek /s/
Darlene Pempek, Clerk

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
SIGNING AND SUBMITTAL OF SUBGRANT AWARD
AND INITIAL FINANCIAL REPORT FORM FOR THE
SARGUS JUVENILE CENTER-CAMERA SYSTEM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the signing and submittal of the following documents to the Ohio Department of Youth Services for the Sargus Juvenile Center Camera System grant.

SUBGRANT AWARD and INITIAL FINANCIAL REPORT FORM

Subgrant No. 2002-JJ-S11-0015D, Title: Sargus Juvenile Center-Camera System, Project Period: 9/1/2005 to 9/30/2005, Award Date: September 20, 2005, Project Total: \$10,462.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CERTIFYING
THE FEDERAL EQUITABLE SHARING AGREEMENT
FOR THE BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Probst, seconded by Mr. Longshaw to sign and certify the Federal Equitable Sharing Agreement to the Department of Justice and the Department of the Treasury for the Belmont County Sheriff's Office, valid through September 30, 2008, NCIC/ORI/Tracking No.: OH0070000.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 14, 2005 and September 21, 2005.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:00 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 8:00 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of October A.D., 2005.

_____ COUNTY COMMISSIONERS

Mark A. Thomas, Absent _____

We, Charles R. Probst, Jr. and Darlene Pempek, Vice-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.

_____ VICE-PRESIDENT

_____ CLERK