

St. Clairsville, Ohio

September 9, 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, Commissioner. Minutes of the meeting of August 31, 2005, were read, approved and signed.

**MEETING HELD AT
BELMONT COUNTY FAIRGROUNDS**

Commissioner Probst welcomed those in attendance and thanked the fair board for inviting the commissioners to have the meeting at the Belmont County Fair. Ty Justice, President of the Belmont County Fair Board, thanked commissioners for "all your support."

OPEN PUBLIC FORUM: No comments

**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.

Claim of	Purposes	Amount
A-Michael L. Wallace	Reimburse expenses-General	351.86
Vets of Foreign Wars #5565	Memorial Day expenses	500.00
Veterans Service Commission	3 rd Qrt salary-General	5,025.00
ESRI Sales, Inc.	Training/GIS Projects-General	780.00
Ohio AFSCME Care Plan	Dental & Drug Coverage-General	501.00
Kyer Surveying & Mapping	Survey/Township Rd. #437-General	2,600.00
Tobias Stidd	Probation mileage-General	155.63
B-Forms Plus Inc.	Indigent Driver's Alcohol-Eastern Division Court	1,086.82
B-Crossroads Counseling Services	Indigent Drivers Alcohol-Eastern Division Court	243.59
J-J.E. Beres, Co.	Services rendered-Auditor's RE Assessment	34,961.13
K-Lash Excavating & Paving	Furnishing & applying liquid asphalt-Engineer's MVGT	31,047.00
N-Ohio-West Virginia Excavating	Proj 05-4 Bel 86-3.78 Slip Repair-Engineer's	87,941.00
Tri-Son Concrete, Inc.	Concrete-Engineer's Road & Bridge Improvement	3,100.00
P-Village of Bellaire Water Department	Service-Eastern Court Satellite Building	36.84
American Electric Power	Services/WW#1-Sanitary Sewer District	141.04
S-Wheeling Office Supply	Supplies-Clerk of Courts	463.96
Beth Oprisch	Travel & Training-District Detention Home	187.25
T-Beth Andes, MS, LPCC	Consultant/District Detention-BJA Congressional Mandated Award	2,240.00

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for September 9, 2005 as follow:

FUND	AMOUNT
GENERAL	\$4,362.83, 12,412.76
GENERAL/ATTORNEY FEES	\$9,436.00
GENERAL/SHERIFF'S	\$1,866.62
BCDJFS/PA	\$2,761.09, \$2,306.27, \$29,969.45, \$32,393.73, \$1,158.00, \$2,627.11
BCDJFS/WIA	\$83,437.48, \$96,734.54, \$13,784.60, \$88,206.76
BCDJFS/CSEA	\$31,902.78, \$96,368.30
BCDJFS/CHILDREN SERVICES	\$103,012.30, \$23,779.25
COUNTY HOME/PARK HEALTH	\$8,232.40
K-ENGINEER'S MVGT	\$38,146.27, \$1,038.77
P-OAKVIEW ADMIN BUILDING	\$2,413.85
S-DISTRICT DETENTION	\$14,646.67
OAKVIEW JUVENIEL REHAB DISTRICT	\$55,338.36
SHERIFF'S COMMISSARY	\$1,239.56
EASTERN DIVISION COURT SPECIAL PROJ	\$248.39

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:

**TRANSFER BETWEEN THE BELMONT COUNTY GENERAL FUND
AND THE S33 BHJD DISTRICT DETENTION HOME FUND**

FROM	TO	AMOUNT
A901-A11 District Detention Home <i>2005 partial 4th quarter allocation funding</i>	S033-S15 Transfers In	\$21,000.00

DOG AND KENNEL FUND B00

FROM	TO	AMOUNT
B000-B02 Salaries	B000-B06 Claims & Witness Fees	\$ 200.00
B000-B02 Salaries	B100-B07 Veterinary Services	\$ 4,000.00
TOTAL		\$ 4,200.00

VARIOUS JUVENILE COURT FUNDS

FROM	TO	AMOUNT
M055 C-CAP		
M055-M11 Medicare	M055-M09 Salaries	\$ 236.10

M060 CARE AND CUSTODY C-CAP

FROM	TO	AMOUNT
M060-M52 Transfers Out	M060-M25 Salaries C-CAP	\$ 1,427.87
M060-M50 Holding	M060-M25 Salaries C-CAP	874.68
M060-M50 Holding	M060-M27 Medicare	156.80
M060-M50 Holding	M060-M60 Salaries Rest	1,008.78
M060-M50 Holding	M060-M63 Medicare Rest	72.71
M060-M50 Holding	M060-M71 Salaries Drug Ct.	128.89
M060-M50 Holding	M060-M73 Medicare Drug Ct.	9.35
TOTAL		\$ 3,679.08

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 Juror Fees	\$5,000.00
A004-B12 Equipment	\$2,660.00 (Electrical work to be done in Recorder's Office)

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 September 9, 2005.

GENERAL FUND/ MAGISTRATE

A002-B25 Salaries	\$1,454.87
A002-B26 Supplies	20.00
A002-B30 Other Expenses	3,518.67

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 BELMONT CO. DJFS WIA AREA 16 FUND H008

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 September 9, 2005.

BCDJFS WIA AREA 16 FUND H008

H008-H05 Belmont Co. DJFS Flood Grant	\$994,000.00
H008-H06 Jefferson Co. CAC Flood Grant	825,000.00
Total	\$1,819,000.00

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 JUVENILE COURT ALTERNATIVE SCHOOL FUND M67

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 9, 2005.

M67 ALTERNATIVE SCHOOL

M067-M01 Salaries	\$2,060.83
M067-M04 Medicare	150.30
Total	\$2,211.13

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 BELMONT-HARRISON JUVENILE DISTRICT DETENTION HOME FUND S33

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 September 9, 2005.

BELMONT-HARRISON JUVENILE DISTRICT DETENTION HOME FUND S33

S033-S33 Salaries	\$29,080.00
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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 ADDITIONAL APPROPRIATIONS
FOR THE FEMA FLOOD 2004 FUND T69/SANITARY SEWER DISTRICT**

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 September 9, 2005.

FEMA FLOOD 2004 FUND T69/SANITARY SEWER DISTRICT

T069-T01 FEMA	\$	63,085.00
T069-T03 ADMINISTRATION		2,523.00

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 FEMA FLOOD 2004 FUND T69/ENGINEER'S DEPARTMENT**

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 September 9, 2005.

FEMA FLOOD 2004 FUND T69/ENGINEER'S DEPARTMENT

T069-T02 Engineer's Dept FEMA Fund	\$256,921.00
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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 REPAYMENT OF
CASH ADVANCE OF FUNDS TO THE JUVENILE COURT
ALTERNATIVE SCHOOL FUND M67**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer between funds to pay back a CASH ADVANCE of funds for the Juvenile Court.

FROM	TO	AMOUNT
SUPREME COURT FAMILY DRUG CRT	ALTERNATIVE SCHOOL M67	
M077-M08 Advances Out	M067-M013 Advances In	\$2,211.13

Upon roll call the vote was as follows:

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

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

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

VETERANS OFFICE-Albert Parkhurst and John Purtiman to Cadiz, Ohio on September 11, 2005 for Fall Meeting of 8th District.

CVSO Lucinda Maupin to OSACVSO Fall School in Columbus, OH on September 21-23, 2005. Estimated expenses:\$750.00

5 members of Veterans Service Commission, CVSO Lucinda Maupin and Jane Swider to Cambridge, Ohio for 2005 Regional Training on October 5, 2005.

ENGINEER'S DEPARTMENT-Don Pickenpaugh and John Parkinson to Annual GIS Conference & Trade Show, September 21-23, 2005, Columbus, Ohio. Estimated Expenses: \$700.00

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 to request certification of monies by the Budget Commission as follows:

GENERAL FUND:	\$4,726.00 paid into general fund September 2, 2005. A045-A00/Cruiser usage during JITH/Sheriff's Department
	\$4,309.87 paid into general fund August 15, 2005. A045-Q00 Insurance Reimb for lightning damage at courthouse
	\$151.88 paid into general fund August 12, 2005. A045-A00 Refund of overpayment for Common Pleas Court
B01 DOG & KENNEL:	Total of \$6,000-partial repayments of cash advances from the General Fund made in the year 2004.
	\$3,000 payment paid into B000-B07 April 5, 2005
	\$1,500 payment paid into B000-B07 June 21, 2005
	\$1,500 payment paid into B000-B07 August 23, 2005

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 August 31, 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
PAY REQUISITION NO. 4 FOR BELMONT COUNTY
SANITARY SEWER DISTRICT'S
FLUSHING WATER PUMPING STATION**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign Pay Requisition No. 4 for the Belmont County Sanitary Sewer District Flushing Water Pumping Station project based upon the recommendation of Jeffrey Vaughn, Project Engineer, and David Grum, Project Consultant as follows:

- o The James White Construction Co. \$ 40,346.60
- o Vaughn, Coast & Vaughn, Inc. \$ 4,940.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING
FOR BIDS FOR THE BELMONT COUNTY
SANITARY SEWER DISTRICT 2005 WASTEWATER
MAINLINE CLEANING PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to advertise for bids for the Belmont County Sanitary Sewer District 2005 Wastewater Mainline Cleaning Project MH 1A to MH 62A, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District, and Green & Associates, Project Engineer, and authorizes the Clerk of the Board to proceed with the required Notice to Bidders.

Note: This project involves the cleaning of 62 manholes located in District #1 Disposal System Line A located from Blaine to Brookside with approximately 28 of the manholes located in or very near Big Wheeling Creek. Green and Associates is the Project Engineer.

ADVERTISEMENT FOR BIDS

RECEIPT OF BIDS:

Sealed Bids for the Belmont County Sanitary Sewer **2005 Wastewater Mainline Cleaning Project MH 1A to MH 62A** will be received by the Belmont County Commissioners at the Commissioner's Office located at the Belmont County Courthouse, St. Clairsville, Oh, 43950 until 11:30 am local time Wednesday, October 5, 2005, and then at said office publicly opened and read aloud.

OBTAINING CONTRACT DOCUMENTS:

Contract Documents, Instruction to Bidders and Technical Specifications may be obtained at the office of *Green & Associates, 156 Woodrow Avenue Suite 3, St. Clairsville, Oh 43950*. A non-refundable fee of \$100.00 per set is required.

Each Bid must be submitted in a sealed envelope, and plainly marked on the outside the name of the Bidder, his/her address, license number, if applicable, and the name of the Project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at Belmont County Commissioners, Belmont County Courthouse, St. Clairsville, Oh 43950.

A Pre-Bid conference will be held at 9:00 a.m., Tuesday, September 27, 2005 at the *Office of Belmont County Sanitary Sewer District No. 1*, 68325 Bannock Road, St. Clairsville, Ohio, attendance at this meeting is recommended for anyone planning to submit a Bid. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his Bid.

Each bidder must submit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. A performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.

DESCRIPTION OF WORK:

The work consists of high velocity jet cleaning, of approximately 0.5 mile of 12" and 1.8 miles of 15" pipe, with approximately 62 manholes. Removal of debris from the system and inspection of manholes will be required. Some manholes may not be accessible by equipment, however all manholes shall be cleaned. The CONTRACTOR is responsible to physically reach all manholes with equipment at his/her expense; no additional payment allowance shall be made for making access available. If the OWNER deems necessary to inspect with a closed circuit television the CONTRACTOR will do so at the cost specified in "Schedule A".

PROJECT ADMINISTRATION:

All questions related to this project prior to the opening of Bids shall be directed to Mark Esposito at the Belmont County Sanitary Sewer District Office, Phone 740-695-3144. It shall be understood that no specification interpretations will be made by telephone, nor will any "equal" products or equipment be considered for approval prior to award of contract.

Said contract will be let to the lowest and best responsible Bidder in accordance with the Resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make awards in the best interest of the OWNER.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

By order of Belmont County Commissioners

Darlene Pempek /s/

Darlene Pempek, Clerk

Times Leader Advertisement (2) Sundays September 18, 2005 and September 25, 2005

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 LIQUID MEDIA SOLUTIONS, LLC ON
BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES RE: ONE STOP MARKETING PLAN FOR WIA 16**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a contract with Liquid Media Solutions, LLC on behalf of Belmont County Department of Job and Family Services for the development and implementation of a One Stop Marketing Plan for Workforce Investment Area 16. Effective date is July 25, 2005, upon approval of all parties and will continue through September 30, 2005. Total expenditures not to exceed \$57,869.00.

Note: Plan will include advertising, website development, direct mailing, producing promotional DVD/video specific to each county defined by Workforce Investment Area 16 consisting of Belmont, Carroll, Harrison and Jefferson counties in collaboration with Workforce Investment Area's 16 Council of Government and Workforce Investment Board.

**CONTRACT BETWEEN THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
(BCDJFS)
AND
LIQUID MEDIA SOLUTIONS, LLC (CONTRACTOR)**

PURPOSE:

To develop and implement an One Stop Marketing Plan which includes advertising, Web Site development, direct mailing, producing promotional DVD/Video specific to each county and other activities identified in the Attachment A and as defined by WorkForce Investment Area 16 consisting of Belmont, Carroll, Harrison, and Jefferson Counties in collaboration with Workforce Investment Area 16's Council of Government and Workforce Investment Board.

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

- A. Develop For WIA-16 Connections a Corporate Identity & Logo.
- B. Develop a Marketing campaign for Broadcast Television with the following minimum spots.
 1. WTOV-9 (150-200 spots)
 2. WTRF-7 (50-75 spots)
- C. Develop a Marketing campaign using Cable Television Campaign (approx. 1,500 – 2,000 spots)
- D. Develop Marketing Material for a Direct Mailing to Businesses.
- E. Develop Marketing Material for a Newspaper Component
 1. Approximately 10 larger ads, depending on final design, and mainly in Sunday editions of The Times Leader & Herald Star. These ads will be adapted to other smaller papers in the geographical areas being served.
- F. Development Marketing Material for a Outdoor Campaign
 1. 11 or more boards up for 2 months. This provides a 98% market saturation rate to the markets being served according to Lamar. *Final quantity depends on exactly when artwork is approved. It is our desire for these boards to go up as early in the campaign as possible.*
- G. Develop marketing material for a Radio campaign
 1. 50 – 75+ spots on each the stations outlined in our proposal.
- H. Develop marketing material for a promotional DVD master
- I. Develop a Website Component as outlined in our proposal

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 Liquid Media Solutions, LLC., through Michael McGlumphy Consulting to plan, implement and monitor the provision of services under this agreement.
- B.. BCDJFS agrees to maintain communication with Liquid Media Solutions, LLC., through Michael McGlumphy Consulting on marketing issues and related activities as it applies to all counties within Workforce Investment Area 16.
- C. BCDJFS will coordinate with Liquid Media Solutions, LLC., through Michael McGlumphy Consulting to accomplish the following:
 1. Schedule meetings as required for marketing issues with the four counties.
 2. Submitting all reported information to the Council of Government, Local Workforce Investment Board, and ODJFS as necessary.

EFFECTIVE DATE:

The effective date of this contract shall be July 25, 2005, upon approval and signature of all parties and continue through September 30, 2005. Total expenditures may not exceed \$57,869.00.

CONSIDERATION:

- Liquid Media Solutions, LLC. 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.
- A. Payment by BCDJFS shall be made within fourteen (14) days of receipt of correct invoice.
- B. Total expenditures may not exceed \$57,869.00.

EVALUATION AND MONITORING

The BCDJFS, with the cooperation of Liquid Media Solutions, LLC., 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.

LIQUID MEDIA SOLUTIONS, LLC. OBLIGATIONS

Liquid Media Solutions, LLC. shall abide by Federal, State and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto. Liquid Media Solutions, LLC. 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

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 which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Liquid Media Solutions, LLC. 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>8/23/05</u>
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	
WIA 16 Fiscal Agent	
<u>Joe Krehlik /s/</u>	<u>8/5/05</u>
Joe Krehlik, CEO	Date
Liquid Media Solutions, LLC.	
Approved as to form:	
<u>Robert Quirk /s/</u>	<u>8/29/05</u>
Office of Prosecuting Attorney	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>9/9/05</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>9/9/05</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
RENEWAL OF VENDOR AGREEMENT WITH
BEL-MORR SHURFAST ON BEHALF
OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into renewal of a Vendor Agreement with Bel-Morr Shurfast on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline for the transportation of eligible clients to medical appointments.

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

This agreement to provide gasoline made and entered into this 8th day of September, 2005 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and Bel-Morr Shur Fast a provider of XIX Services, hereinafter referred to as "Provider". This agreement will be effective from September 12, 2005 through June 30, 2006 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supercedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for _____ Units services "Transportation"
Service Code

The **maximum amount billable under this agreement is: \$ 4,000.00**

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

September 9, 2005

service.

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

This agreement signed on the 25th day of July 2005 .

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

Signature Kristin Wallace /s/
Provider Signature

Date 6/20/05 Date 6/25/05

Signature Charles R. Probst, Jr. /s/ Date 9/9/05

Signature Gordie Longshaw /s/ Date 9/9/05

Signature _____
Belmont County Commissioners

Approved as to form:

Chris Berhalter /s/

Belmont County Prosecutor Date: 8/29/05

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT
WITH BELMONT COUNTY EDUCATIONAL SERVICE CENTER
ON BEHALF OF BELMONT COUNTY DJFS FOR ADMINISTRATIVE SERVICES
FOR OHIO FAMILY & CHILDREN FIRST COUNCIL OF BELMONT COUNTY**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into an agreement with the Belmont County Educational Service Center on behalf of Belmont County Department of Job and Family Services for the provision of administrative services for the Ohio Family & Children First Council of Belmont County. Payment for services shall not exceed \$20,000.00. Effective date is July 1, 2005 through June 30, 2006.

Note: This is a renewal of a similar agreement from last year, but the administrative agent is changing from the Tri-County Help Center to the Educational Service Center.

GRANT AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE EDUCATIONAL SERVICE CENTER

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 2nd 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 Belmont County Educational Service 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>	<u>9/6/05</u>
Dwayne Pielech, Director	Date
Belmont County Department of Job and Family Services	

<u>Michael Crawford /s/</u>	<u>9/6/05</u>
Michael Crawford, Superintendent	Date
Belmont County Educational Service Center	

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

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

_____	_____
Belmont County Commissioner	Date

Approved as to form:
Robert Quirk /s/ 9/2/05
 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
AGREEMENT WITH STATE OF OHIO, DEPT. OF DEVELOPMENT
FOR SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
RE: FORMULA ALLOCATION PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a grant agreement with the State of Ohio, Department of Development, for the Small Cities Community Development Block Grant (CDBG) Formula Allocation Program whereby the State administers and disburses block grant funds for community and economic development activities and Belmont County agrees to undertake the projects as set forth in said agreement.

Note: This is the annual agreement with the State for the CDBG funds to be administered by Belomar. Belmont County has been awarded Grant B-F-05-007-01 in the amount of \$320,000.00 for Fiscal Year 2005

**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FORMULA ALLOCATION PROGRAM
CFDA No. 14.228**

GRANT AGREEMENT

F.T.I. Number: 346000236

Grant Number: B-F-05-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950-1225**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2005** and ending **February 28, 2007**.

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

B. The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of **Three Hundred Twenty Thousand Dollars and no cents (\$320,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **CDBG Formula Allocation Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Funds. The Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Funds shall be remitted to HUD, as specified by the Grantor. If the Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.

5. Payment of Funds. Payment to the Grantee of the Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. Accounting of Funds. The Funds shall be deposited and maintained in the separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

7. Reporting Requirements. The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. Grantee Requirements. The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. Records, Access and Maintenance. The Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

10. Inspections. At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. Audits. The Funds shall be audited according to the requirements of OMB Circular A-133. In addition, grantees must follow the guidelines provided in the office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. All audited Grantees shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A1-33 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirement in all subcontracts for such work.

13. Prevailing Wage Rates and Labor Standards. In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. Use of Federal Funds. The Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. The Grantee shall fully indemnify the Grantor for any cost of the Grantee which is disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. Termination. The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

17. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

20. Indemnification. To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. The Grantee will reimburse the Grantor for any judgments arising out of Grantee's actions or inactions which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. The Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

21. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans, or the Handbook in the performance of the Projects and the Scope of Work. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, worker's compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. Miscellaneous.

a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b. **Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin, County, Ohio.

c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:

Ohio Department of Development

September 9, 2005

Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In case of the Grantee, to:

Charles R. Probst, Jr., President
Belmont County Commissioners
Courthouse, 101 West Main Street
St. Clairsville, Ohio 43950

f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

GRANTEE:
Belmont County

GRANTOR:
State of Ohio
Department of Development
By: _____
Lt. Governor Bruce Johnson, Director of
Development

By: Charles R. Probst, Jr. /s/
Title: Vice-President

Date: September 9, 2005

Date: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO
AUCTION SALE AGREEMENT WITH DAN JONES, AUCTIONEER
FOR 2005 BELMONT COUNTY ANNUAL AUCTION**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into an Auction Sale Agreement with David Jones, CAI Auctioneer, Flushing Ohio, for services to be provided at the Belmont County Annual Auction to be held Saturday, October 1, 2005 at 10:00 a.m. at the Mediterrean Building.

Note: Mr. Jones will receive a commission of 7% of the gross proceeds of personal property

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENTS
TO THE COMMUNITY PLANNING COMMITTEE/
BELMONT COUNTY DJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the reappointments of the Community Planning Committee members for the Belmont County Department of Job and Family Services as submitted by Dwayne Pielech, Director BCDJFS.

Note: There are thirty members that serve on the committee that meets once a year to review the department's Prevention, Retention and Contingency Plan and other related human services programs.

This is a community-based, county specific approach to welfare reform that has provided an opportunity for Belmont County citizens to work together toward the common goal of improving the local economy and enhancing the lives of all county citizens, not just those who are moving from welfare to work.

Reverend James Agnew
Shiloh Temple Church
100 - 1st St.
Bridgeport, OH 43912

Ms. Lynn Morgan
Belmont County Juvenile Court
Belmont County Courthouse
St. Clairsville, OH 43950

Mr. Mike Delatore
Elm Middle School
701 Euclid Ave.
Martins Ferry, OH 43935

Ms. Linda Pickenpaugh
Mental Health and Recovery Board
99 N. Sugar St.
St. Clairsville, OH 43950

Ms. Judy Hartman
Community Action Commission
153 1/2 W. Main St.
St. Clairsville, OH 43950

Ms. Karen Scott
Tri-County Help Center
104 1/2 N. Marietta St.
St. Clairsville, OH 43950

Mr. Mike Butkus
Ste. 100
51461 Jennifer Lane
St. Clairsville, OH 43950

Mr. Clarence Atkinson
58058 Somerton Hwy.
Barnesville, OH 43713

Ms. Karen Craig
Interim Health Care
1509 Main St.
Wheeling, WV 26003

Attorney Rich Melanko
3892 Central Ave.
Shadyside, OH 43947

Msgr. Mark J. Froelich
P.O. Box 430
Lansing, OH 43934

Mr. Gary Obloy
Community Action Commission
153 1/2 W. Main St.
St. Clairsville, OH 43950

September 9, 2005

Reverend William Webster
Grace Presbyterian Church
400 Hanover St.
Martins Ferry, OH 43935

Ms. Lorrinda Saxby
116 Crisswell Dr.
St. Clairsville, OH 43950

Ms. Jody Geese
Metropolitan Housing Authority
100 S. 3rd. St.
Martins Ferry, OH 43935

Ms. Joni Fox
Shadyside Care Center
60583 State Route 7
Shadyside, OH 43947

Mr. Monty Kerr
Board of MRDD
340 Fox-Shannon Place
St. Clairsville, OH 43950

Ms. Paula McMurray-Schwartz
Ohio University Eastern
45425 National Rd.
St. Clairsville, OH 43950

Mr. Kevin Barr
St. Clairsville Recreation Dept.
100 Fair St.
St. Clairsville, OH 43950

Mr. Tom Hvizdos
OVRTA
21 S. Huron St.
Wheeling, WV 26003

Mr. Walt Latacz
105 Coroline Dr.
St. Clairsville, OH 43950

Ms. Sheila Lokosky
Belmont Senior Services, Inc.
45240 National Rd.
St. Clairsville, OH 43950

Ms. Vickie McMahon
Belmont Senior Services, Inc.
45240 National Rd.
St. Clairsville, OH 43950

Ms. Diane Patt
56957 W. 53rd St.
Shadyside, OH 43947

Mr. Franklin Shaffer
55690 Mt. Victory Rd.
Powhatan Point, OH 43942

Mr. Rusty Vermillion
Belmont County Health Dept.
68501 Bannock Rd.
St. Clairsville, OH 43950

Mr. Mark Wilson
East Ohio Medical Complex
106 Plaza West
St. Clairsville, OH 43950

Mr. Bruce Pickens
Belmont Senior Services, Inc.
45240 National Rd.
St. Clairsville, OH 43950

Ms. Elizabeth Brunner
East Ohio Regional Hospital
90 N. 4th St.
Martins Ferry, OH 43935

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING
PROPOSAL FROM DAVISON ELECTRIC CO.
FOR ELECTRICAL WORK/RECORDER'S OFFICE**

Motion made by Mr. Probst, seconded by Mr. Longshaw to accept the proposal from Davison Electric Co. in the amount of \$2,660.00 for installation of electrical devices for new cabinetry in the Belmont County Recorder's Office, based upon the recommendation of Bill Eddy, Buildings & Grounds Superintendent.

Upon roll call the vote was as follows:

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

11:30 AGENDA ITEM: OSU EXTENSION OFFICE PROGRAM PRESENTATION

Steve Schumacher, Extension Educator, addressed the board and said that while the week of the Belmont County Fair is a busy one for those involved in 4-H and Junior Fair programs, the Ohio State University Extension Office works year round to promote education about agriculture through a variety of other programs. "We feel that agriculture is very important. It's still the number one industry in the state of Ohio, and it's a \$13 million industry here in Belmont County," said Steve.

Mr. Schumacher said there are two important areas for the agriculture programs. "Sustainable agriculture" involves keeping local farmers in the area and helping new farmers get started. Also, "direct marketing" through farmer's markets that provide good, healthy food produced locally.

Sue West, OSU Extension Office school programs coordinator, dressed as the "village wise woman" delivered a presentation on the science behind the old remedies and traditions relating to home-grown herbs and other goods. Ms. West is also a local grower who participates in the local farmer's markets. "We want our extension programs to be fun for the kids, but we also want them to present information that they can use later in life," said West. She encouraged support for locally grown foods noting that most "fresh produce" is shipped and can take as long as 7-10 days to reach the grocery store shelves, and each day, nutritional value is lost.

Donna Turley, OSU Extension Office volunteer and a Master Gardener, presented information on the Emerald Ash Borer. Ms. Turley reported that the tiny insect is believed to have migrated to the United States from Asia. The ash borer leaves a distinct D-shaped exit hole in the infested trees and S-shaped galleries can be seen under the bark. Originally the ash borer was limited to Ohio's northwest counties, but recently was discovered in the Columbus area. "It's responsible for killing 10 million ash trees in Ohio," said Turley. "As you can imagine, this is having a tremendous economic impact." Efforts are underway to eradicate the insect through quarantines in certain counties and limiting the transportation of firewood and other items. Infested trees are being destroyed by removing, chipping and burning them. Donna said that while the insect has not yet been sited in Belmont County, the goal is to promote education about the problem before it spreads throughout Ohio.

September 9, 2005

UPDATE ON DJFS FLOOD GRANT:

Dwayne Pielech, Director, Belmont County Department of Job & Family Services, updated the board on the progress of the Flood Grant project. To date, crews have removed a total of 235 tons of garbage and 420 tons of wood from 70 locations on 25 creeks that were flooded in September 2004. Mr. Pielech provided the commissioners with before and after photographs of the areas where work has been done. Another 70 sites have been targeted for the second round of grant funding that is expected for this project, said Pielech.

Commissioner Probst said a meeting is being set up in early October between local and state officials and the Army Corps of Engineers to discuss the stream cleanup and decide what further action is needed to prevent future flood damage.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:35 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 12:35 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of September 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