

St. Clairsville, Ohio

March 23, 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 March 9, 2005, were read, approved and signed.

MEETING CONVENED AT 3PM
MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE FOR THIS MEETING DAY.

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. 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
Liquid Media Solutions	Envelopes & OSP Yellow slips-General	1,125.21
Charles R. Probst, Jr.	Reimburse expenses/Commissioner-General	142.00
SBC	Phone bill-General	503.10
Tobias Stidd	Probation mileage-General	178.13
Cingular Wireless	Fee Misc. cell phones-General	786.98
Kimmel Painting	Painting/Jail-General	250.00
Maynard Vol. Fire Dept.	2005 Ambulance Contracts-General	6,500.00
B-Crossroads Counseling	February counseling-Indigent Driver's Alcohol	765.00
G-Belmont County Tourism Council	March additional expenses-Lodging Excise Tax	30,000.00
J-J.E. Beres Co.	Maintenance-Auditor's Real Estate Assessment	11,700.00
K-Nemo's Auto Body, Inc.	Crane with operator-Engineer's MVGT	982.50
M-Therapeutic Network	Nov, Dec, Jan & Feb Contract Services-Juvenile Court	8,640.00
N-City of St. Clairsville	Contract services-WWS#3 2000 Waterline Construction	159,052.54
Sherwin Williams	Supplies-Thoburn Church	191.56
O-U.S. Bank	SSD#2 Force Main Ext-Expenses	260.85
Peck, Shaffer & Williams, Atty.	SSD#2 Force Main Extension-Expenses	5,182.92
U.S. Bank	WWS#2 Waterline Extension	237.15
Peck, Shaffer & Williams, Atty.	WWS#2 Waterline Extension Projects	4,712.02
P-Belmont County Sanitary Sewer	February service-WW#1	3,189.22
S-Ohio BCI&I	CCW Background-Sheriff's	200.00
Marathon Ashland Petroleum	Gasoline/Litter-OhioValley Recycling	695.18
Amy Busic	Reimburse mileage-Common Pleas Mediation Grant	106.50
Casnet	Film proessing-Probate Court Computer	24.77
West Group Payment Center	Westlaw-Western Division Court Computer	352.66
United States Post Office	Fee of PO Box 40-Northern Division Court General Spec Projects	220.00
Kim Benson dba KBIOS	Data processing services & travel-Eastern Court General Special Projects	2,375.00
Diane Day	Court reporting 3/15/05-Western Court General Special Projects	75.00
Randall Alderman	Bailiff services-Western Court General Special Projects	80.00
Belmont Senior Services	March 2005/3 rd billing-In Home Care Levy	35,164.31
Belmont Senior Services	February 2005/6 th billing-In Home Care Levy	20,256.36
Belmont Senior Services	December 2004/14 th billing-In Home Care Levy	185.00
Belmont Senior Services	March 2005 2 nd billing-In Home Care Levy	2,163.78
Belmont Senior Services	February 2005/7 th billing-In Home Care Levy	1,893.34
U.S. Bank	Other Expenses-Northern Court Computer Bond	2.00
Peck, Shaffer & Williams, Atty.	Other Expenses-Northern Court Computer Bond	39.74
T-Beth Andes	Consultant-BJA Congressional Mandated Award	2,240.00
Bank One	CDBG Funds	52,901.00
Bank One	CDBG Funds	23,657.00

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 March 23, 2005 as follow:

FUND	AMOUNT
GENERAL	\$3,827.68, \$50,756.00, \$6,682.09, \$14,638.13, \$7,137.71, \$9,769.14
GENERAL/CHEST CLINIC	\$104.95
GENERAL/CORONER	\$3,042.10
GENERAL/EMA	\$407.45
GENERAL/SHERIFF'S	\$2,691.25, \$2,962.99, \$1,824.22
GENERAL/BELMONT COUNTY 9-1-1	\$12,648.98
B-DOG KENNEL	\$3,212.92
INDIGENT DRIVER'S ALCOHOL TRMT	\$1,340.96
C-INDIGENT GUARDIANSHIP	1,265.90
E-9-1-1	\$7,970.32
H-BCDJFS/PA	\$3,115.55, \$22,649.53, \$2,683.50, \$3,374.17, \$2,063.88, \$2,509.25, \$1,155.27
BCDJFS/PA-cont'd	\$3,404.45, \$664.54, \$790.98, \$2,764.03,
BCDJFS/CSEA	\$2,501.85, \$10,358.35, \$11,052.41
H-BCDJFS/CHILDREN SERVICES	\$2,100.30
BCDJFS/WIA	\$60,024.59, \$57,040.06, \$9,534.00
COUNTY HOME/PARK HEALTH CENTER	\$17,225.10, \$59,460.18
COUNTY HOME SPECIAL	\$336.00
K-ENGINEER'S MVGT	\$51,983.78, \$1,770.79
P-SATELLITE/EASTERN	\$1,150.06
SANITARY SEWER DISTRICT	\$79,005.36, \$11,297.03, \$11,972.71, \$69,430.07, \$2,553.91
OAKVIEW ADMIN BUILDING	\$1,294.32
S-SHERIFF'S COMMISSARY	\$188.52, \$1,215.38
CLERK OF COURTS COMPUTER	\$4,664.25

March 23, 2005

OAKVIEW JUVENILE REHAB DISTRICT	\$9,454.67
DISTRICT DETENTION HOME	\$4,047.78, \$14,109.44
COMMUNITY BASED CORRECTIONS ACT	\$101.56
WESTERN COURT GEN SPEC PROJECTS	\$225.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes

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

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

GENERAL FUND/VETERANS SERVICES

GENERAL/VETERANS		
FROM	TO	AMOUNT
A009-D05 Grave Markers	A409-D08 Other Expenses	\$2,500.00

H008 WIA AREA 16 FUND/BCDJFS

FROM	TO	AMOUNT
H008-H02 Carroll Co.	H008-H01 Belmont Co.	\$4,517.21
H008-H03 Harrison Co.	H008-H01 Belmont Co.	4,543.90
H008-H04 Jefferson Co.	H008-H01 Belmont Co.	5,462.99

BCDJFS CSEA FUND H10

FROM	TO	AMOUNT
H010-H01 Salaries	H010-H09 Contracts	\$22,000.00

BELMONT COUNTY SOIL & WATER CONSERVATION FUND L01

FROM	TO	AMOUNT
L001-L03 Equipment	L001-L05 Contract Services	\$400.00

BELMONT COUNTY EMA P93 FUND

FROM	TO	AMOUNT
P093-P06 Other Exp DOJ 03 Part II	P093-P10 Advances Out	\$46,395.00

Repayment of Cash Advance from General Fund dated January 19, 2005

NORTHERN DIVISION COURT S83 COMPUTER FUND

FROM	TO	AMOUNT
S083-S12 Workers Compensation	S083-S20 Other Expense	\$42.00

BJA CONGRESS. MANDATED AWARD/BHJD

FROM	TO	AMOUNT
T025-T07 Equipment	T025-T08 Consultants	\$4,786.00

**EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH 2005**

FROM	TO	AMOUNT
A014-A13 GENERAL	Y091-Y08	29,123.34
A406-F08 DISASTER SERVICES	Y091-Y08	76.04
A006-E11 911 FUND	Y091-Y08	1,969.72
A406-G09 PUBLIC DEFENDER	Y091-Y08	1,110.78
A403-A09 BD. OF ELECTIONS	Y091-Y08	1,893.68
M067-M05 ALTERNATIVE SCHOOL/JUV	Y091-Y08	403.92
M060-M64 CARE & CUSTODY (REST.)	Y091-Y08	76.04
M060-M29 CARE & CUSTODY (CCAP)	Y091-Y08	201.96
M074-M01 TITLE II	Y091-Y08	76.04
M077-M02 SUPREME COURT	Y091-Y08	76.04
M078-M02 TITLE IV-E	Y091-708	100.98
S039-V15 LITTER CONTROL	Y091-Y08	681.92
S033-S47 DIST. DET. HOME	Y091-Y08	3,435.76
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y08	100.98
J000-J06 REAL ESTATE ASSES.	Y091-Y08	0.00
W080-P07 PROS-VICTIM	Y091-Y08	76.04
S277-S02 CORRECT. ACT GRANT	Y091-Y08	201.96
S082-S14 WESTERN CT.-COMP.	Y091-Y08	0.00
S083-S14 NORTHERN CT.-COMP.	Y091-Y08	201.96
S084-S14 EASTERN CT.-COMP.	Y091-Y08	201.96
S074-S05 MEDIATION GRANT	Y091-Y08	278.00
B100-B10 DOG & KENNEL	Y091-Y08	455.02
L001-L13 SOIL CONSERVATION	Y091-Y08	152.08
H430-H14 COUNTY HOME	Y091-Y08	15,991.28
E101-E12 COUNTY HEALTH	Y091-Y08	1,578.72
T077-T01 IAP	Y091-Y08	60.48
T078-T01 RABIES	Y091-Y08	0.00
T079-T01 WELCOME HOME	Y091-Y08	0.00
F078-F02 TOBACCO	Y091-Y08	0.00
F077-F01 FAMILY PLANNING	Y091-Y08	0.00
F076-F01 PH INFRASTRUCTURE	Y091-Y08	191.52
S049-S63 MENTAL HEALTH	Y091-Y08	278.00
S066-S79 MENTAL RETARDATION	Y091-Y08	14,926.82
H300-H13 HUMAN SERVICES	Y091-Y08	3,304.96
H310-H08 CHILD SUPPORT	Y091-Y08	206.56
K200-K10 K-1	Y091-Y08	201.96
K200-K10 MVGT K-2	Y091-Y08	0.00
K200-K24 MVGT K-11	Y091-Y08	838.00
K200-K37 MVGT K-25	Y091-Y08	209.50

March 23, 2005

Y090-Y14 WATER/SEWER	Y091-Y08	3,902.64
T075-T52 WIC	Y091-Y08	0.00
T075-T02 WIC	Y091-Y08	344.40
S079-S07 CLERK CRTS. TITLE	Y091-Y08	1,035.96
S230-S66 OAKVIEW JUVENILE	Y091-Y08	0.00
S230-S16 OAKVIEW JUVENILE	Y091-Y08	1,304.32
S028-S53 AFTERCARE	Y091-Y08	0.00
W081-P07 PROSECUTOR DRETAC	Y091-Y08	0.00
Total		85,269.34

VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH 2005

FROM	TO	AMOUNT
A014-A11 GENERAL	Y091-Y06	3,620.94
A406-F08 DISASTER SERVICES	Y091-Y06	9.64
A006-E11 9-1-1	Y091-Y06	263.26
A406-G09 PUBLIC DEFENDER	Y091-Y06	121.99
A403-A09 BD. OF ELECTIONS	Y091-Y06	164.90
M067-M05 ALTERNATIVE SCHOOL	Y091-Y06	44.36
M060-M64 CARE & CUSTODY REST.	Y091-Y06	9.64
M060-M29 CARE & CUSTODY CCAP	Y091-Y06	22.18
M074-M01 TITLE II	Y091-Y06	9.64
M077-M02 SUPREME COURT	Y091-Y06	9.64
M078-M02 TITLE IV-E	Y091-Y06	11.09
S039-V15 LITTER CONTROL	Y091-Y06	76.18
S033-S47 DIST. DET. HOME	Y091-Y06	409.82
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y96	0.00
J000-J06 REAL ESTATE ASSES.	Y091-Y06	11.09
W082-T07 DRETAC-TREAS.	Y091-Y06	0.00
S277-S02 CORRECTIONS ACT GRANT	Y091-Y06	22.18
W080-P07 PROS. VICTIM	Y091-Y06	0.00
S082-S14 WESTERN CT. COMP.	Y091-Y06	22.18
S083-S14 NORTHERN COMPUTER	Y091-Y06	22.18
S084-S14 EASTERN COMPUTER	Y091-Y06	22.18
B100-B10 DOG & KENNEL	Y091-Y06	52.55
S074-S05 MEDIATION GRANT	Y091-Y06	31.82
L001-L13 SOIL CONSERVATION	Y091-Y06	9.64
H430-H14 COUNTY HOME	Y091-Y06	1,839.88
E101-E12 COUNTY HEALTH	Y091-Y06	175.49
T077-T01 IAP	Y091-Y06	6.60
T078-T01 RABIES	Y091-Y06	0.00
T079-T01 WELCOME HOME	Y091-Y06	0.00
F078-F02 TOBACCO	Y091-Y06	0.00
F077-F01 FAMILY PLANNING	Y091-Y06	0.00
F076-F01 PH INFRASTRUCTURE	Y091-Y06	20.90
S049-S63 MENTAL HEALTH	Y091-Y06	98.36
H300-H13 HUMAN SERVICES	Y091-Y06	399.24
H310-H08 CHILD SUPPORT	Y091-Y06	44.36
K200-K10 MVGT K-1	Y091-Y06	22.18
K200-K10 MVGT K-2	Y091-Y06	0.00
K200-K24 MVGT K-11	Y091-Y06	662.50
K200-K37 MVGT K-25	Y091-Y06	187.08
Y090-Y14 WATER/SEWER	Y091-Y06	472.99
T075-T52 WIC	Y091-Y06	0.00
T075-T02 WIC	Y091-Y06	76.18
S079-S07 CLERK CRTS. TITLE	Y091-Y06	152.36
S230-S66 OAKVIEW JUVENILE	Y091-Y06	0.00
S230-S16 OAKVIEW JUVENILE	Y091-Y06	195.27
S028-S53 AFTERCARE	Y091-Y06	0.00
W081-P07 PROSECUTOR DRETAC	Y091-Y06	22.18
TOTAL		9,342.67

DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY AND MARCH 2005

FROM	TO	AMOUNT
A014-A12 GENERAL	Y091-Y07	11,557.06
A406-F08 DISASTER SERVICES	Y091-Y07	26.84
A006-E11 9-1-1	Y091-Y07	858.88
A406-G09 PUBLIC DEFENDER	Y091-Y07	402.60
A403-A09 BD OF ELECTIONS	Y091-Y07	539.24
M067-M05 ALTERNATIVE SCHOOL	Y091-Y07	146.40
M060-M64 CARE & CUST REST.	Y091-Y07	26.84
M060-M29 CARE & CUST CCAP	Y091-Y07	73.20
M074-M01 TITLE II	Y091-Y07	26.84
M077-M02 SUPREME COURT	Y091-Y07	26.84
M078-M02 TITLE IV-E	Y091-Y07	36.60
S039-V15 LITTER CONTROL	Y091-Y07	246.44
S033-S47 DIST DETENTION	Y091-Y07	1,312.72
S078-S14 SUPP. EQUIP/RECORDER	Y091-Y07	36.60
W082-T07 DRETAC TREAS.	Y091-Y07	0.00
J000-J06 REAL ESTATE ASSESSMENT	Y091-Y07	26.84
S277-S02 CORRECTIONS ACT GRANT	Y091-Y07	73.20
W080-P07 PROS-VICTIM	Y091-Y07	73.20
S082-S14 WESTERN CT-COMP.	Y091-Y07	73.20
S083-S14 NORTHERN COMPUTER	Y091-Y07	73.20
S084-S14 EASTERN COMPUTER	Y091-Y07	73.20
B100-B10 DOG AND KENNEL	Y091-Y07	163.48
S074-S05 MEDIATION GRANT	Y091-Y07	100.04
L001-L13 SOIL CONSERVATION	Y091-Y07	53.68
H430-H14 PARK HEALTH CENTER	Y091-Y07	5,935.30

E101-E12 COUNTY HEALTH DEPT	Y091-Y07	570.98
T077-T01 IAP	Y091-Y07	21.96
T078-T01 RABIES	Y091-Y07	0.00
T079-T01 WELCOME HOME	Y091-Y07	0.00
F078-F02 TOBACCO	Y091-Y07	0.00
F077-F01 FAMILY PLANNING	Y091-Y07	0.00
F076-F01 PH INFRASTRUCTURE	Y091-Y07	69.52
S049-S63 MENTAL HEALTH	Y091-Y07	273.28
H300-H13 HUMAN SERVICES	Y091-Y07	1,317.60
H310-H08 CSEA	Y091-Y07	146.40
K200-K10 K-1	Y091-Y07	73.20
K200-K10 K-2	Y091-Y07	0.00
K200-K24 K-11	Y091-Y07	292.80
K200-K37 K-25	Y091-Y07	73.20
Y090-Y14 WATER/SEWER DEPT	Y091-Y07	1,528.66
T075-T52 WIC	Y091-Y07	0.00
T075-T02 WIC	Y091-Y07	246.44
S079-S07 CLERK OF COURTS	Y091-Y07	492.88
S230-S66 OAKVIEW JUVENILE	Y091-Y07	0.00
S230-S16 OAKVIEW JUVENILE	Y091-Y07	629.52
S028-S53 AFTERCARE	Y091-Y07	0.00
W081-P07 DRETAC-PROS ATTY	Y091-Y07	73.20
TOTAL		27,772.08

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUND
BETWEEN THE FUNDS FOR THE BELMONT COUNTY
EMA DEPARTMENT AND THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following transfer of funds between the funds for the Belmont County EMA P93 and the General Fund.

FROM	TO	AMOUNT
P093-P10 Advances Out	A047-A01 Advances In	\$46,395.00

Repayment of Cash Advance from General Fund dated January 19, 2005.

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 COUNTY GENERAL FUND**

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

GENERAL FUND

A206-A03 Contract Housing of Prisoners	\$12,022.50
FEBRUARY 2005-Barnesville \$940.00, Carroll \$3,630.00, Jefferson \$7,425.00, Washington \$27.50	

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 DOG AND KENNEL FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 23, 2005.

DOG AND KENNEL FUND

B100-B12 Advances Out	\$6,000.00
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Repayment of 2003 Cash Advance from general fund

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 COUNTY JUVENILE COURT M64 PLACEMENT 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 March 23, 2005.

M064 Placement Fund

M064-M01 Salaries	\$1,780.32
M064-M02 PERS	483.00
M064-M04 Medicare	51.62
M064-M05 Placements	13,813.06
Total	\$16,128.00

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 VARIOUS JUVENILE COURT FUNDS**

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 March 23, 2005.

M-55 JUVENILE COURT C-CAP DONATED FUND

M055-M09 Salaries	\$ 1,085.78
M055-M16 Victims of Crime	4,231.57
TOTAL	5,317.35

M-60 CARE & CUSTODY FUND

M060-M25 Salaries	2,235.48
M060-M60 Salaries/Rest.	979.40
M060-M71 Salaries/Drug Court	128.89
M060-M26 PERS	605.82
M060-M61 PERS/Rest.	265.42
M060-M72 PERS/Drug Ct.	34.93
M060-M29 Insurances	1,585.82
M060-M64 Insurances/Rest.	638.42
M060-M52 Transfers Out	1,427.87
TOTAL	\$7,902.05

M-74 TITLE II DRUG COURT FUND

M074-M01 Personnel	1,696.70
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M77 SUPREME COURT OF OHIO DRUG COURT FUND

M077-M01 Salaries	1,009.86
M077-M02 Fringe Benefits	509.79
TOTAL	\$1,519.65

M78 TITLE IV-E REIMB (RANDOM MOMENTS) FUND

M078-M01 Salaries	1,035.39
M078-M02 Fringe Benefits	337.08
TOTAL	\$1,372.47

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY EMA P93
STATE HOMELAND SECURITY GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 23, 2005.

P93 STATE HOMELAND SECURITY GRANT FUND

P093-P07	Other Expenses DOJ 04	\$18,979.94
P093-P07	Other Expenses DOJ 04	\$ 1,529.89
P093-P07	Other Expenses DOJ 04	\$37,900.00
TOTAL		\$58,409.83
P093-P05	Other Expenses DOJ 03 Part I	\$ 525.00

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 BELMONT COUNTY COMMON PLEAS COURT S74 MEDIATION GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date of March 23, 2005.

S074 Mediation Grant Program Fund

S074-S01 Salaries	\$14,000.00
S074-S02 PERS	1,000.00
S074-S05 Insurance	3,116.20
Total	\$18,116.20

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 OAKVIEW JUVENILE REHABILITATION DISTRICT S30 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 March 23, 2005.

S030 OJRD Fund

S030-S01 Salaries	\$93,304.23
S030-S02 Contract Services	5,000.00
S030-S03 Medical	3,000.00
S030-S10 Maintenance and Repair	3,000.00
S030-S15 Indirect Costs	26,000.00
S030-S04 Food	62.50
S030-S05 Supplies	60.00
Total	\$130,426.73

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 SHERIFF'S COMMISSARY 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 March 23, 2005.

SHERIFF'S COMMISSARY FUND

S000-S01 Supplies \$4,160.88

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 SHERIFF'S CONCEALED HANDGUN LICENSE FEE FUND S01

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 March 23, 2005.

SHERIFF'S CONCEALED HANDGUN LICENSE FUND

S001-S06 License Issuance Expenses \$275.00

S001-S07 Equipment 350.00

TOTAL \$625.00

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 CDBG FUND

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 23, 2005.

T-11 CDBG FUND

T011-T01 Grants \$76,558.00 Drawdown #307 & 308, Grant #B-F-03-007-1 and B-F-04-007-1

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 COUNTY PROSECUTOR W80 VICTIM WITNESS ASSISTANCE 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 March 23, 2005.

W080 Victim Witness Assistance Fund

W080-P01 Salaries \$255.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF CASH ADVANCE OF FUNDS FOR THE VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following CASH ADVANCE of funds for the Juvenile Court as follows:

FROM	TO	AMOUNT
ALTERNATIVE SCHOOL M67	TITLE II DRUG CT GRANT	
M067-M12 Transfers Out	M074-M10 Advances In	\$1,696.70
ALTERNATIVE SCHOOL M67	SUPREME CT FAMILY DRUG CT	
M067-M12 Transfers Out	M077-M08 Advances In	\$1,519.65
ALTERNATIVE SCHOOL M67	TITLE IV-E REIMB (RANDOM MOMENTS)	
M067-M12 Tranfers Out	M078-M08 Advances In	\$1,372.47

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 FOR BELMONT COUNTY JUVENILE COURT

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer between funds to **REPAY CASH ADVANCE OF FUNDS** from the M67 Alternative School Fund to the M55 C-Cap Fund and the M60 Care & Custody Funds.

FROM	TO	AMOUNT
ALTERNATIVE SCHOOL M67	C-CAP M55	
M067-M12 Transfers Out	M066-M08 Transfers In	\$5,317.35
ALTERNATIVE SCHOOL M67	CARE & CUSTODY M60	
M067-M12 Transfers Out	M060-M08 Transfers In	\$7,902.05

Upon roll call the vote was as follows:

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

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES FOR VARIOUS FUNDS

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

B01 Dog and Kennel Fund - \$ 6,000.00 – Partial repayments of cash advance from General Fund made in the year 2003

\$ 3,000.00 payment paid into B000-B07 on the following date:

- January 3, 2005
- February 22, 2005

CDBG FUND - \$ 23,657.00 as follows:

\$ 23,657.00 paid into T011-T01 on March 21, 2005

Drawdown # 308

Grant # B-F-04-007-1

CDBG FUND - \$ 52,901.00 as follows:

\$ 52,901.00 paid into T011-T01 on March 16, 2005

Drawdown # 307

Grant # B-F-03-007-1

A00 GENERAL FUND-\$46,395.00 transferred into A047-A01 Advances In on March 23, 2005-*REPAYMENT OF CASH ADVANCE OF FUNDS FROM EMA P93 GRANT FUNDS/DATED JANUARY 19, 2005.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING AUDITOR JOSEPH PAPPANO TO ESTABLISH A NEW FUND FOR THE BELMONT COUNTY ENGINEER

Motion made by Mr. Longshaw, seconded by Mr. Probst, authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for the Belmont County Engineer entitled:

ROAD AND BRIDGE IMPROVEMENTS AND REPAIR FUND

The following line items are needed:

Contract Projects

Note Payment

Interest Payment

Revenue:

Note Proceeds

Other Revenue

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR’S OFFICE-Don Harr to Sandusky, OH on April 19-22, 2005 for OhioWeights & Measures 80th Annual Conference. Estimated expenses: \$500 and a county car will be used.

AUDITOR’S OFFICE-Sheila Turner, Deb Meloy, Roger Conroy, and Charla Macy to Wheeling, WV on May 25, 2005 for Microsoft Excel Workshop. Estimated expenses: \$425.00

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. Thomas to execute payment of Then and Now Certification dated March 9, 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

DISCUSSION HELD OPEN PUBLIC FORUM

Michael Bianconi presented two issues to the Board. He stated, “The Mediterranean Building always sticks in my mind. This July it will be four years you have had that property. Now you have recently acquired another piece of property over the hill here, that also I don’t think is worthwhile. I would like to see you both, along with Commissioner Thomas, when he gets back, talk about auctioning both of those pieces of property off-getting rid of them and getting that money back to the county. There is over \$300,000s sitting right there.” He also requested the Board reinstate the funding to the Department of Development and voiced his support of the current Community Improvement Board. He stated, “I think it should have continued, and if it has continued then that point is mute. My question then on CIC/Department of Development funding if it is still canceled, where is that funding at?”

Commissioner Probst explained that last year the Board did give the CIC \$60,000.00 for the first two quarters of last year. He continued, “ Then once we were faced with the disaster in September and past January, we thought it was important to pull that funding back at this time, to reevaluate county finances to see what we are going to need in the future. Keep in mind, the CIC has plenty of funds to operate on now. In letters we sent to them, we stated we have stopped the funding for now until we get the county finances in order.To get back to my point, if they need funding for anything, any future development, to buy ground, whatever it may be, we are willing to step up to the plate and find that funding for them. It is not that we have stopped it altogether, it is just put on hold until we get the county finances in order from the disasters. We had over \$22 million in damages in the county in the past year. That was an area, (DOD/CIC) since they had money in their coffers, for us to pull that back and hold on to it for right now, until we get the county back in shape on the other end with our roads bridges and infrastructure projects. “ Mr. Bianconi said, “This is the only one it has happened to, I believe?” Commissioner Probst said, “That was one of the areas yes, that we did stop the funding.” Mr. Bianconi said, “So from last July, I just want to get it clear.” Commissioner Probst said, “I want to make a point, Mike, they do have money.”

DISCUSSION HELD

OPEN PUBLIC FORUM (cont'd)

Mr. Bianconi said, "I think it is absurd. We talk about development and jobs and jobs and jobs, and that is your number one-if those people don't get paid, the CIC board they don't get paid, then we cut the arms that are out there trying to help the people. " Commissioner Probst said, "These are monies they put in their account. Keep in mind too, we pay the salary of the Development director, on top of this. I don't want people to be misinformed about this. This \$120,000 doesn't pay anything towards the salary for the director. "

Commissioner Longshaw said, "We met last month with them and indicated if they needed any money for any project and there seemed to be nothing at this time." The discussion continued with Mr. Bianconi questioning if the board was going to appoint a Port Authority.

Commissioner Longshaw said, "No we are not at this time. " Commissioner Probst said, "We are still looking into that. It is not completely off the table. We had talked about it at one time. We are still looking into a Port Authority. There is advantages to a Port Authority, and there is advantages to having a CIC Board also. Maybe in the future, we are hoping to pull the two entities in together, to have another development engine in the county. As you can see what the other counties are doing around us, in Ohio, and in other states that border us. You cannot have too much economic development. "

Kathleen Kiger, representative for Committee on Neffs Survival, came before the Board requesting an update on the Neffs sewer project. Commissioner Probst said, "Our intent is to proceed with this project, but as I just explained, and Mr. Longshaw explained, with the disasters, that has been put back, so to speak, just for a little while until, it is important for us to get the Neffs area, along with other areas back on their feet. We understand that people have lost their homes, and we are working on demolishing many of those structures and different things too, to get those communities cleaned up and back on their feet. That is still an ongoing project but we have stopped it at this time. " It was stated that a time frame was undetermined for this project at this time. He continued, "We are waiting to see what the state budget is going to be once it comes out here in the middle of summer, to see what cuts we are going to face. I think you heard Mr. Pappano saying there is going to be a million twenty-two thousand that is going to get cut from our local government funds which ultimately is going to effect the township of Pultney, which is in Neffs, things like that. The engineering studies and everything are done for that project in Neffs, the sewage project. At this point, it is just moving forward with it. But like I said, we have stopped everything. It is unfortunate that we had to stop everything, because we were well on our way. Mr. Kiger questioned if there were any way that the Board could share with Neffs for some creative financing that they, or citizens could pull things together. Commissioner Probst said, "I wouldn't think so, I would think it has to come more or less from the government entities such as the township and the Board of Commissioners. We are researching ways for grant monies, besides trying to put our infrastructure money together to put more money into the Neffs sewage project to get it moving forward. " Ms. Kiger said, "Thank you, it is good to know it is not dead in the water. "

Nick Masciarelli, owner of Demolition Man presented the Board with information on the FEMA/U.S. Army Corps of Engineer demolition mission project that was pulled due to lack of funding. Mr. Masciarelli explained that he had been awarded the bid by the U.S. Army Corps of Engineers before the project was stopped. He said the project included about fifty parcels in Belmont County. He stated, "The range that they were talking for the fifty-seven properties was like \$215,000. Wheeling just did a project of 110 structures and they came out at \$4,800 per structure. These came out around \$3,900 so it would be about a thousand dollars less per structure than what they had. They wanted to do it in January, but the weather the way it was and everything, I told them it was really a bad time to do it because the debris was scattered in the trees and in the fields and it would cost more to do it at that time than if you waited for the weather to get better. That is where the project stands right now. "

Commissioner Probst said, "In an ongoing effort to do everything we can to help remove the structures that have been demolished in the recent floods, we have contacted Nick to see exactly what his part was with FEMA and the Corp of Engineers. I happened to see on TV where Nick made a statement that he was the low bidder, so we had contacted him for information. .. What the Commissioners are looking for at this time, is possibly using FEMA administrative monies that are fed back through the county. What that is, every time we submit a quarterly progress report, we get so much administrative funds back. We feel we could take some of those dollars and put towards the demolition project. Also working with Bel-O-Mar Regional Council through the CDBG program using some of those monies, coupling it with the FEMA administrative monies and then in turn advertising for RFP's to have these structures demolished. We understand that the residents have been put through an awful lot here in the past six or eight months. There are health and safety issues now that are coming about because of the structures. Children are getting into these structures now and with summer coming up, it is only going to get worse. The Commissioners have been talking, we are trying to put this program together on our level to try to get a contractor to go in and demolish these structures. This is all part of the plan and we sure do appreciate you coming in. " Mr. Masciarelli said, "What seems to be the main concern is the liability. The property owner is still responsible for that house even though it is destroyed, if someone goes in and gets hurt or something, it goes back to the original property owner. I have several calls on it, that people want to go ahead with it on their own. I have made several estimates on my own to some individuals, but they are holding up to see where the county was going to go forward with. They weren't going to spend their money if the county was going to do it. It is going to be a, like you said once spring comes and kids get out, it is going to be a big concern. "

Wesley Houser, Court Services Director, Crossroads Counseling Services, submitted information for the Board's review. Mr. Houser stated, "We operate, and have since 2002, a Drug Court program in Belmont County. The funding comes through ODADAS, the Ohio Department of Alcohol and Drug Addiction Services. The grant basically funded thirty people, thirty clients. I don't know how you want to view it, through success of the program or whatever, our clients have increased to over forty. We are looking for additional funding in order to continue to operate this program. We hate turning people away who otherwise qualify for this diversion program, just through the lack of funding. An opportunity has presented itself where we could apply for a federal grant. It is an enhancement grant to supplement funding that is already there for drug courts. We are asking for another treatment position so we can increase the numbers. By increasing the numbers we also can free up our drug court coordinator who is also doing some clinical duties because we just need someone else to help with the treatment. That will free her up to come up here and do some more of the probation type things, freeing up the probation officers here. I think there is a cost saving in the probation department here to the point where Judge Solovan, Judge Sargus and Ed Gorence talked it over and agreed to offer five thousand dollars per year as part of the cash match for this grant. We of course at Crossroads would have the position so we would contract with you for the treatment position; we would provide the in-kind match for the office space, the training, the supervision from me, those normal kind of in-kind matches. What we are asking of the county is number one, to be the name that we can submit to receive the grant money, because we are not a governmental agency. The money coming through the County Commission, that seems the logical decision, to have the money come through here. Also asking the Commission to match the five thousand dollars probation offering for this. We think this program is a diversion program, rather than go to prison or go to jail, they go into intensive treatment; it is up to one to three years, average is around fifteen months. We think we save a lot of people from going to jail by doing this diversion jail, so there are cost savings built in for using this program as housing them in the Belmont County Jail. We think that would justify the five thousand dollar match. The reason why we like to have this match, the federal government does not specify how much of the cash match you need, but it is the sustainability part, you have to prove after two years you are able to maintain this position. We think the higher that initial cash match is, the easier it will be hopefully they will see that we can carry this over after two years.... We are going to try to tap into some of the confiscated drug funds to help with this grant. Hopefully we can talk people into continuing with their contribution after two years. Those are three prongs that we would like to see. That is why I am here today, to ask the county if they would be willing to use county commission as the grantee. We are writing the grant, Crossroads is writing the grant. Darlene has been very helpful, but we just can't do it at Crosroads because we are not a governmental agency. " The deadline of the grant is March 31. Commissioner Probst said, "The Clerk has all the information from our meeting last week. Commissioner Thomas is on vacation with his family, he should be coming back later this evening. As soon as he gets back, here in the next day or two we are going to be getting together to talk about all of this. Hopefully you will have an answer by the first of the week and be able to put this together for your deadline."

Annual Report

Recycling and Litter Recycling

Samantha Carroll, Director Belmont County Recycling and Litter Prevention Program gave an annual update of the Program she stated

- Eleven recycling drop-off barns in place for public use in Belmont County with a total of 196.8 tons being taken to the transfer station for processing at the recycling facility in Canton Ohio.
- 2004 community clean-ups were held in eight townships and two villages, with a total of 133.25 tons of trash and 7,692 tires and 66.9 tons of metal for recycling.
- Adopt – A- Roadway, River Sweep and County and Township road clean-ups have collected another 7.5 tons of trash and 729 tires. During the flooding disaster in 2004,
- BCRLP coordinated the placement of twenty-six 40 cubic yard roll-off containers that were placed through the county to provide citizens with means to remove flood debris. Two staging areas were provided, one in Blaine and another at Apex Energy
- Various education and public awareness information was distributed throughout the county

IN THE MATTER OF ADOPTING RESOLUTION

AUTHORIZING THE ISSUANCE OF \$2,000,000 OF NOTES

TO PAY PART OF THE COST OF CONSTRUCTING, RECONSTRUCTING AND RESTORING ROADS, BRIDGES AND APPURTENANCES THERETO

Note: The borrowing of this money will enable the Belmont County Engineer to proceed with the FEMA approved projects.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 85, PAGE NO. _____

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 3:00 o'clock p.m., on March 23, 2005, at the commissioners meeting room, located at the Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio, with the following members present: Mr. Probst, Mr. Longshaw

Mr. Probst moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,000,000 OF NOTES TO PAY PART OF THE COST OF CONSTRUCTING, RECONSTRUCTING AND RESTORING ROADS, BRIDGES AND APPURTENANCES THERETO.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of constructing, reconstructing and restoring roads, bridges and appurtenances thereto in this County (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and has certified that the maximum maturity of the bonds issued therefor is twenty (20) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the general revenues of this County (the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$2,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately March 1, 2006, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty (20) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$2,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall be issued in fully-registered form, without coupons; shall bear interest at the rate of **three and five hundredths per cent (3.05%)** per annum, such interest to be payable at maturity; shall be dated the date of their issuance and shall mature Not more than one year from such date of issuance; shall not be subject to call for redemption at any time prior to maturity; shall be designated "Road and Bridge Improvements Bond Anticipation Notes"; shall be issued in such numbers and denominations as may be requested by the purchaser; and shall be payable as to both principal and interest in federal funds of the United States of America at the office of U.S. Bank National Association, Cleveland, Ohio (the "Paying Agent and Registrar"), which is hereby designated to be the paying agent, registrar land transfer agent for the Notes, or such other bank so designated by the County Auditor, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc., Cincinnati, Ohio, at not less than par and accrued interest, in accordance with their offer to purchase which is hereby accepted, and the proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this county are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

March 23, 2005

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the county on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this board of county commissioners and the county auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 12. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

Mr. Longshaw seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Probst, Mr. Longshaw (Mr. Thomas, absent)

NAYS:

ADOPTED, this 23rd day of March, 2005.

Darlene Pempek /s/
Clerk

**IN THE MATTER OF SIGNING THE CLOSING DOCUMENTS
FOR THE ISSUANCE OF \$2,000,000 ROAD AND BRIDGE IMPROVEMENTS
BOND ANTICIPATION NOTES**

Motion made by Mr. Probst, seconded by Mr. Longshaw authorizing the signin of the closing documents relative to the issuance of \$2,000,000 Road and Bridge Improvements Bond Anticipation Notes.

March 23, 2005

County of Belmont, Ohio

101 West Main Street

St. Clairsville, Ohio 43950

Attn: Board of County Commissioners

Re: Engagement as Bond Counsel for \$2,000,000 Road and Bridge Improvement Bond Anticipation Notes dated March 31, 2005 of the County of Belmont, Ohio

You have asked us to act as Bond Counsel with respect to the issuance of the above-captioned securities (the "Notes") by the County of Belmont, Ohio (the "Issuer") and to undertake this engagement pursuant to the terms of this letter. Proceeds of the Notes are expected to be used to finance constructing, reconstructing and restoring roads, bridges and appurtenances thereto and the Notes are to be secured by the full faith and credit of the Issuer. We further understand that the Notes will be purchased by Fifth Third Securities, Inc. (the "Underwriter") at negotiated sale for resale to the public. This letter will describe our services, responsibilities and fees.

Scope of Engagement and Duties to Be Performed

As Bond Counsel, one of our chief functions is to render an objective legal opinion with respect to the authorization and issuance of the Notes. Assuming that no legal impediments to the issuance of the Notes become apparent, we would contemplate furnishing to the Underwriter our approving legal opinion ("Note Opinion") as to the validity and binding effect of the Notes, the source of payment and security for the Notes and the exclusion of the interest on the Notes from gross income for Federal and Ohio income tax purposes, which opinion will be executed and delivered by us in written form on the date the Notes are exchanged for their purchase price (the "Closing"). Upon delivery of the opinion with respect to the original issuance of the Notes, our responsibilities as Bond Counsel will be concluded with respect to the Notes.

The Note Opinion will be based on facts and law existing as of its date. In rendering our Note Opinion, we will rely upon the certified proceedings and other certifications of public officials of the Issuer and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes. During the course of this engagement, we will rely on the Issuer to provide us with complete, accurate and timely information on all developments pertaining to any aspect of the Notes, their security or the project to be financed thereby. We understand that we will have full and timely cooperation of members of the Issuer's administrative staff and officials, as well as other appropriate public officials and their employees in this regard. In rendering our Note Opinion, we may also expressly rely upon counsel to other parties to the transaction as to certain matters where appropriate.

In addition to rendering our Note Opinion upon the issuance of the Notes, we expect to perform the following duties:

- (a) Provide advice as Bond Counsel throughout the entire process of identifying, developing and issuing the Notes, including but not limited to providing legal analysis of various financing options.
- (b) Draft or review the basic legal documents required for authorization, securing, issuance and sale of the Notes; these include the Note legislation to be adopted by the board of county commissioners of the Issuer and all related Issuer proceedings and resolutions or ordinances which might be required.
- (c) Prepare or furnish the incidental closing papers (excepting those customarily prepared or furnished by the Underwriter or its counsel), including various certificates to be signed by the Issuer.
- (d) Review legal issues relating to the structure of the Note issue.
- (e) Draft the continuing disclosure undertaking of the Issuer pursuant to Securities and Exchange Commission Rule 15c2-12.
- (f) Assist the Issuer, upon request, in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Notes, except that we will not be responsible for any required Blue Sky filings.
- (g) Assure the Issuer's compliance with applicable Federal, state and local laws and regulations in issuing the Notes.
- (h) Be available for meetings with Issuer officials, rating agency meetings, working group meetings and document sessions, as well as telephone consultations.
- (i) Assuming no legal impediments to the issuance of the Notes become apparent, issue the Note Opinion containing appropriate validity and tax exemption opinions in connection with the sale of the Notes to the Underwriter.

In that regard, we have already prepared certain resolutions, reviewed certain documents, and engaged in various telephone conversations and meetings in connection with the proposed Note issue.

As Bond Counsel, we do not assume responsibility for negotiating the terms and conditions of the Note issue. Instead, we will endeavor to confine ourselves to documenting the economic and other understandings the Issuer will have reached with the Underwriter and the other participants in the financing, and will draw upon our accumulated knowledge as to what is acceptable or customary for similar securities and will advise the Issuer and the other participants in the financing as to the legality of suggested terms and provisions as the documentation proceeds.

The scope of our services as Bond Counsel in this engagement are limited to those expressly set forth above. Among other things, our duties as Bond Counsel do not include:

- (a) *Except as described herein, assisting in the preparation or review of any official statement or any other disclosure document with respect to the Notes, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice or giving an opinion that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.*
- (b) *Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.*
- (c) *Preparing Blue Sky or investment surveys with respect to the Notes.*
- (d) *Drafting State constitutional or legislative amendments.*
- (e) *Pursuing test cases or other litigation, such as validation proceedings.*
- (f) *Making an investigation or expressing any view as to the creditworthiness of the Issuer.*
- (g) *Except as described above, assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Notes or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.*
- (h) *Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.*
- (i) *After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement as described in this letter does not include rebate calculations for the Notes), unless separately engaged by the Issuer.*
- (j) *After Closing, any obligation to review facts or revise language of the Note Opinion based on information obtained after Closing unless separately engaged by the Issuer.*
- (k) *Any legal work not directly related to the issuance of the Notes, such as engineering and construction contract review, negotiation and compliance, litigation and real estate matters, which are customarily provided by the Issuer's county prosecutor or other local counsel.*
- (l) *Addressing any other matter not specifically set forth above that is not required to render our Note Opinion.*

Although we ordinarily draft suggested forms for customary closing papers for the Notes, we do not assume responsibility for verifying the truth or completeness of facts certified as true and complete by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine. We do not review the financial condition of the Issuer, the feasibility of the project for which the Notes were issued, or the adequacy of the security provided to the Noteholders.

In our role as Bond Counsel, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Notes, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We would expect both the Underwriter and the Issuer to evidence compliance with the current standards for full disclosure by delivery at closing of appropriate certificates and opinions of counsel relating to both the undertakings of the Issuer and the accuracy and completeness of the information included in the official statement. Moreover, if a disclosure document will be adopted or approved by the Issuer, our responsibility, in our role as Bond Counsel, will include the preparation or review of any description or summary therein of: (i) Ohio and federal law pertinent to the validity of the Notes and the tax treatment of interest paid thereon, (ii) the Notes, (iii) security for the Notes, and (iv) our opinion.

We assume that we will have the full cooperation of the Underwriter and appropriate officials of the Issuer and any others necessary to successfully complete this financing, including counsel to the other parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete a financing.

Under present law and regulations, we anticipate that the Notes will be exempt from registration pursuant to the Securities Act of 1933 and any trust indenture or similar agreement related to the Notes will be exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, both as amended; thus, no filings with the Securities and Exchange Commission will be necessary in connection with the issuance of the Notes. However, the Notes may be subject to registration or qualification in certain states. Our Note Opinion will not make reference to any state law registration or qualification requirements for any jurisdiction in which the Notes are to be sold, and we will undertake no Blue Sky survey or investment survey with respect to the Notes in issuing our Note Opinion and other opinions which may be required at Closing, except as may be hereafter specifically requested by the Underwriter and agreed to by us.

Compensation and Reimbursement

Based upon (i) our current understanding of the terms, the structure, size and schedule of the financing represented by the Notes, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings and (iv) the responsibilities we will assume in connection therewith, we estimate that our fees as Bond Counsel for the Notes will be \$3,650.00. Such estimated fee may vary if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with the Issuer prior to any such adjustment. In addition we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, fax charges, transcript preparation charges, filing fees, computer-assisted research and other necessary office disbursements. Our fee is normally paid at the closing, and we customarily do not submit any statement until the Closing. We may submit an additional statement for Issuer charges following the Closing.

When the Issuer has obtained a purchase commitment for the Notes or has entered into an underwriting agreement with respect to the Notes, we will contact you regarding the agreed structure of the financing and its implications, if any, with respect to our fees.

Conflicts

As you are aware, our firm represents many political subdivisions, companies and individuals, including various subdivisions that territorially overlap the Issuer. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes. We do not believe such representation, if it occurs, will adversely affect our ability to represent the Issuer as provided in this engagement letter, either because such matters will not be sufficiently different from the issuance of the Notes so as to make such representations not adverse to our representation of the Issuer, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. Execution of this engagement letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

Miscellaneous

Our willingness to undertake the functions described herein with respect to the Notes is based upon the facts available to us at this time. We will commence our function with respect to the Notes after determining that nothing has come to our attention at that time which would lead us to conclude that there are any legal obstacles to delivery of the Notes. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Notes, which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our Note Opinion.

We understand that until we have been paid any fees for time and expenses owed to us under the terms of this engagement letter, the Issuer will not seek to engage any firm other than Peck, Shaffer & Williams LLP to serve as Bond Counsel in connection with the issuance of the Notes.

At the Issuer's request, papers and property furnished by the Issuer for the Note issue will be returned promptly upon receipt of payment for outstanding fees and client charges relating to that transaction. Our own files, including lawyer work product, pertaining to any particular transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of any particular transaction covered by this engagement letter.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in the Note issue. We further assume that all other parties understand that in a transaction covered by this engagement letter we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this engagement letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Note Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter with respect to the Notes will be concluded upon issuance of the Notes. Nevertheless, subsequent to the Closing, we will mail the appropriate Internal Revenue Service Form 8038, and may prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Notes.

March 23, 2005

As previously stated, representation during subsequent Internal Revenue Service random and directed audits or Securities and Exchange Commission investigations, however, is beyond the scope of this engagement letter. In the event of a random or directed audit of the Notes by the Internal Revenue Service or questions raised regarding the Notes by the Securities and Exchange Commission, we would represent the Issuer, if requested, during the audit or investigation, subject to a supplemental engagement letter and at our standard hourly rates. The Issuer would also have the option to retain separate counsel to represent the Issuer during such an audit or investigation; assistance we might be called upon to render to such separate counsel would also be charged at our standard hourly rates.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

We would be pleased to discuss this letter, our firm or the proposed financing at your convenience, and you should feel free to contact the undersigned with respect to such matters.

Very truly yours,
PECK, SHAFFER & WILLIAMS LLP
Per Dennis G. Schwallie /s/
Dennis G. Schwallie

cc: Christy McMurry
Accepted and Agreed to this 23rd day of March, 2005
County of Belmont, Ohio
By: _____
County Commissioner
By: Charles R. Probst, Jr. /s/
County Commissioner
By: Mark A. Thomas /s/
County Commissioner

SIGNATURE AND NO-LITIGATION CERTIFICATE

STATE OF OHIO
COUNTY OF BELMONT, ss:

We, the undersigned, the duly elected, qualified and acting officers of the County of Belmont (the "Issuer") in the state and county aforesaid, as indicated by the titles opposite our respective signatures appearing below, do hereby certify that we did officially execute (with our manual or facsimile signatures) the \$2,000,000 Road and Bridge Improvements Bond Anticipation Notes (the "Obligations") delivered herewith, dated March 31, 2005, of the denomination of \$2,000,000, numbered from R-1 upward, bearing interest at the rate of three and five hundredths per cent (3.05%) per annum, payable at maturity, and maturing March 30, 2006, that any seal or facsimile thereof appearing on the Obligations is genuine; and that we are at this time and were on the date of the Obligations the duly elected, or appointed, qualified and acting officers having authority to execute the Obligations.

We further certify that there is no litigation of any nature either pending or threatened restraining or enjoining the issuance of the Obligations nor directly or indirectly affecting the proceedings and authority by which the Obligations have been issued, nor any dispute, controversy or litigation affecting the validity of said Obligations, or any of them, or the levy and/or collection of sufficient taxes, assessments or pledged revenues to pay the interest and principal of the Obligations as they mature; that no proceedings authorizing the issuance of the Obligations have been rescinded; and that no referendum or initiative petition with respect to such proceedings has been filed nor (to our knowledge) circulated.

We further certify that the Issuer is not in default for the payment of principal or interest on any of its notes, bonds or other obligations now outstanding.

We further certify that neither the existence or the boundaries of the Issuer nor the title of its present officers to their respective offices is being contested.

Done and delivered at Cincinnati, Ohio, this 31st day of March, 2005.

<u>Signatures</u>	<u>Titles</u>
<u>Gordie W. Longshaw/s/</u>	County Commissioner
<u>Charles R. Probst, Jr. /s/</u>	County Commissioner
_____	County Commissioner
_____	County Auditor

I do hereby certify that I have examined the signatures of the officers subscribed above and I identify them as true and genuine.

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

March 31, 2005
County of Belmont, Ohio
101 West Main Street
St. Clairsville, Ohio 43950

Re: \$2,000,000 - Road and Bridge Improvements Bond Anticipation Notes dated March 31, 2005 of the County of Belmont, Ohio

We are writing this Letter of Instructions Regarding Use of Proceeds and Arbitrage Compliance (the "Letter") with regard to the above-referenced obligations (the "Obligations"), which were issued by County of Belmont, Ohio (the "Issuer") pursuant to legislation, dated March 23, 2005, (the "Authorizing Legislation"), to finance part of the cost of constructing, reconstructing and restoring roads, bridges and appurtenances thereto (the "Project"), as further described in the Authorizing Legislation.

In the Authorizing Legislation, the Issuer covenanted not to take any actions that would cause the interest on the Obligations to become includable in gross income for federal income tax purposes. Therefore, the Issuer must not use the Proceeds of the Obligations or any property financed with such Proceeds if such Use would violate the restrictions of the Internal Revenue Code of 1986, as amended (the "Code"). The Issuer must also require that the Trustee comply with such requirements with respect to any Gross Proceeds (as hereinafter defined) of the Obligations of which the Trustee has custody or otherwise supervises.

This Letter is intended to provide you with guidance in complying with these restrictions, including the private activity bond restrictions of Section 141 of the Code and the investment limitations of Section 148 of the Code, as currently interpreted in regulations, rulings, notices and announcements that have been promulgated by the United States Treasury Department, including Treasury Regulations §§ 1.141-0 through 1.141-16 and §§ 1.148-0 through -11, and in court decisions to the extent necessary to ensure that interest on the Obligations remains excludible from gross income under Section 103(a) of the Code and does not become a specific item of tax preference under Section 57(a)(5)(C) of the Code for the federal alternative minimum tax.

For purposes of this Letter, any requirements relating to a fund or account held under the Authorizing Legislation and/or applicable provision of the laws of the State of Ohio apply only to that portion of such fund or account allocable to the Obligations. Please refer to the No-Arbitrage Certificate for the Obligations and the Appendix to this Letter for definitions of the capitalized terms used herein.

1. Use of the Proceeds.

(a) General Restrictions. Not more than ten percent (10%) of the Use of either the Proceeds of the Obligations or the Project may be Private Use if more than ten percent (10%) of the principal of or interest on the Obligations is secured or to be paid, either directly or indirectly, by any Private User, not more than five percent (5%) of the Use of either the Proceeds of the Obligations or the Project may be Unrelated Private Use or Disproportionate Private Use and not more than the lesser of five percent (5%) of the Proceeds of the Obligations or \$5,000,000 may be used to make Private Loans.

(b) Expenditures for the Project. The Issuer must expect to incur, within six months after the Closing Date of the Obligations, a substantial binding commitment to an Unrelated Person to expend at least five percent (5%) of the Net Sale Proceeds of the Obligations and acquisition of the Project must commence within a reasonable period of time after such Closing Date. The Issuer must expect that (i) it will expend at least eighty-five percent (85%) of the Net Sale Proceeds of the Obligations within three (3) years after the Closing Date, (ii) the acquisition of the Project will proceed with due diligence to completion, and (iii) the Proceeds of the Obligations will be spent with due diligence. For this purpose, a Reimbursement Allocation may be treated as an expenditure. The total amount of Sale Proceeds of the Obligations, together with Investment Proceeds of such portion, must not exceed the amount necessary for the Project, including, to the extent permitted, issuance expenses and interest during construction.

(c) Reimbursement Allocations. The Issuer may not allocate any of the Proceeds of the Obligations to Capital Expenditures that were paid prior to sixty (60) days before the date on which the Issuer adopted a Reimbursement Resolution authorizing the issuance of debt to finance the Project, except that allocations of any Proceeds for Costs of Issuance paid before the Closing Date of the Obligations, for certain preliminary Capital Expenditures not in excess of twenty percent (20%) of the Issue Price of the Obligations, and for an amount of Capital Expenditures not in excess of the lesser of five percent (5%) of the issue or \$100,000 may be made even if the expenditure was paid more than sixty (60) days prior to the date of adoption of the Reimbursement Resolution described herein and even if the allocation would not otherwise qualify as a Reimbursement Allocation.

(d) Service Contracts.

(i) Post-May 15, 1997 Contracts and Modifications. The Issuer should not enter into, materially modify or extend (other than pursuant to a Renewal Option existing on May 15, 1997) a Service Contract with any Service Provider to manage, provide services in, or otherwise use the Project, unless:

(A) Reasonable Compensation. The compensation is reasonable for the services rendered by the Service Provider and the Service Contract does not provide for any compensation based, in whole or in part, on a share of net profits from the operation of the Project, and

(B) Compensation Arrangements. The compensation arrangement during each annual period during the term of the Service Contract complies with the terms of Subparagraphs (B)(I), (II), (III), or (IV) of this Subsection:

(I) Fixed Fee.

(a) 95% Fixed. At least ninety-five percent (95%) of the consideration for services is based on a Periodic Fixed Fee, which may include an Incentive Award; provided however that the term (including Renewal Options) of such Service Contract does not exceed the lesser of eighty percent (80%) of the expected useful life of the Project or fifteen (15) years;

(b) 80% Fixed. At least eighty percent (80%) of the consideration for services is based on a Periodic Fixed Fee, which may include an Incentive Award; provided, however that the term (including Renewal Options) of such Service Contract does not exceed the lesser of eighty percent (80%) of the expected useful life of the Project or ten (10) years; or

(c) 50% Fixed. At least fifty percent (50%) of the consideration for services is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed five (5) years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

(II) Capitation Fee. More than fifty percent (50%) of the consideration for services is based on a Capitation Fee and any remaining consideration is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed five (5) years and the contract includes a Cancellation Right at the end of the third year of the Service Contract;

(III) Per-Unit Fee. More than fifty percent (50%) of the consideration for services is based on a Per-Unit Fee and any remaining consideration is based on a Periodic Fixed Fee; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed three (3) years, and the contract includes a Cancellation Right at the end of the second year of the Service Contract; or

(IV) Percentage Fee. All the consideration for services is a percentage of fees charged or costs incurred (but not both) or is a combination of a percentage of fees charged or costs incurred and Per-Unit Fees; provided, however, that the term (including Renewal Options) of such Service Contract should not exceed two (2) years and the contract includes a Cancellation Right at the end of the first year of the Service Contract; and provided, further, that such Service Contract is one under which the Service Provider primarily provides services to third parties, or the Service Contract is one that involves a facility during an initial startup period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses, during which time, the consideration may be based on a percentage of gross revenues, adjusted gross revenues or costs;

(C) Control. Not more than twenty percent (20%) of the voting power of the governing body of the Issuer, in the aggregate, should be vested in the Service Provider or in the Service Provider's directors, officers, shareholders and employees. Additionally, the respective chief executive officers of the Issuer and the Service Provider and of the governing bodies of the Issuer and the Service Provider should not serve on the governing body of the other and the Issuer and the Service Provider should not be members of the same controlled group, as defined in Treas. Reg. § 1.150-1(e) or Related Persons; and

(D) Exception. Any agreements that do not satisfy Subparagraphs (i)(A) – (C) of this Subsection or Rev. Proc. 97-13, 1997-1 C.B. 632, may be entered into provided that the Issuer receives an opinion of Bond Counsel that to do so would not adversely affect the Federal Tax Status of the Obligations; and

(ii) Pre-May 16, 1997 Contracts. The Issuer must have ascertained that any Service Contract entered into prior to May 16, 1997 satisfies the provisions of either Rev. Proc. 93-19, 1993-1 C.B. 526 or Subparagraph (i) of this Subsection or the Issuer should have received an opinion of Bond Counsel that the existing Service Contract will not adversely affect the Federal Tax Status of the Obligations.

(e) Changes in Use or User of Project.

(i) Use of the Project. The Issuer must expect that it will use the Project for the entire stated term of the Obligations, unless the Obligations are subject to a Mandatory Redemption Provision.

(ii) Sales, Other Dispositions and Leases. Except as otherwise provided in Subparagraph (iv) of this Subsection, no part of the Project should be sold, otherwise disposed of or leased unless the Issuer obtains an opinion of Bond Counsel that (I) such sale, other disposition or lease will not adversely affect the Federal Tax Status of the Obligations, or (II) the Issuer satisfies the requirements for a Remedial Action.

(iii) Changes in Use. Except as otherwise provided in Subparagraph (iv) of this Subsection, the Issuer should not permit any Use of the Project by any person or entity other than itself unless it obtains an opinion of Bond Counsel that (I) such Use will not constitute a Change in Use or otherwise adversely affect the Federal Tax Status of the Obligations, or (II) the Issuer satisfies the requirements for a Remedial Action.

(iv) Exception for Dispositions of Personal Property. Any portion of the Project that consists of personal property may be sold in the ordinary course of an established governmental program if (x) the weighted average maturity of the portion of the Obligations financing the personal property was not greater than one hundred twenty percent (120%) of the reasonably expected actual Use of such personal property by the Issuer, (y) the Issuer expected on the Closing Date of the Obligations that the fair market value of the personal property at the time of disposition would not be greater than twenty-five percent (25%) of its cost, and (z) at the time of disposition, the personal property is no longer suitable for the governmental purpose for which it was acquired.

(v) Agreement of New User. Prior to the sale, exchange or other disposition of any portion of the Project to any person or entity or the Use of any portion of the Project by any person or entity other than itself, and assuming that the requirements of the other Paragraphs of this Section are satisfied, the Issuer should require that the new user will use that portion of the Project in a manner that will not violate the directions contained in this Letter.

2. Investment of the Proceeds.

(a) General Investment Restrictions. Except for an amount equal to the Minor Portion, neither the Gross Proceeds of the Obligations nor any Disposition Proceeds of the Obligations may be invested in Materially Higher Yielding Investments after the expiration of any Applicable Temporary Periods. If any amount of Gross Proceeds of the Obligations is still invested in Materially Higher Yielding Investments after the expiration of the Applicable Temporary Period, Yield Reduction Payments may be owed. Not more than fifty percent (50%) of the Sale Proceeds of the Obligations may be invested in any Nonpurpose Investment having a substantially guaranteed Yield for four or more years.

(b) Separate Investments. The Issuer should invest the Proceeds of the Obligations separately from any other of its investments.

(c) Acquisition of Investments.

(i) General Rule. Investment Property must be acquired and disposed of on an established market, in arms'-length transactions, at a price equal to the fair market value and no amounts should be paid to reduce the Yield on the Investment Property.

(ii) Certificates of Deposit. ("CD's"). CD's may only be purchased if:

(A) Maker. The CD is issued by a commercial bank;

(B) Terms. It has a fixed interest rate, a fixed principal payment schedule and a substantial penalty for early withdrawal; and

(C) Yield. It has a Yield that is:

(I) Comparable. Not less than the Yield on a reasonably comparable direct obligation of the United States; and

(II) Highest Available. Not less than the highest Yield published or posted by the commercial bank to be currently available from that bank for comparable CD's offered to the public;

(iii) Guaranteed Investment Contracts. ("GIC's"). GIC's may only be purchased if:

(A) Competitive Bids. A bona fide solicitation for the GIC with specified terms, in writing, is made to at least three (3) reasonably competitive providers, each with an established industry reputation;

(B) Bid Specifications. The bid specifications include all material terms, including the reasonably expected draw-down schedule for the funds being invested, exclusive of amounts in any Bona Fide Debt Service Funds, and all terms are commercially reasonable, with a legitimate business purpose other than to increase the Purchase Price or reduce the Yield;

(C) No Tie-In. The bid specifications notify the bidders that any bidder will be treated as representing to the Issuer that it has not consulted with any other bidder, that its bid is made without regard to any other agreement, formal or informal, with any person, including the Issuer, and that its bid is genuine and not a mere courtesy bid to enable the Issuer to comply with Treas. Reg. § 1.148-5(d)(6)(iii)(B);

(D) No Second Look. All bidders have an equal opportunity to bid and no bidder is given the opportunity to review the bid made by any other bidder;

(E) Bids. At least three bids responding to bid solicitations that meet the requirements of Subparagraph (B) of this Paragraph are received from different providers of GIC's with no material financial interest, directly or indirectly, in the Obligations and at least one of these bids is from a reasonably competitive provider, as described in Subparagraph (A) of this Paragraph, and none are received from any agent conducting the bidding. For this purpose, the financial advisors of the Issuer with respect to the purchase of the GIC and, for fifteen (15) days after the Closing Date of the Obligations, a lead underwriter in a negotiated underwriting are all deemed to have a material financial interest in the issue;

(F) Highest Yield. The Yield (determined net of broker's fees) on the GIC purchased is the highest Yield of the qualifying bids;

(G) Bidding Fee. The amount of the fee charged by the bidding agent for the GIC that will be treated as a Qualified Administrative Fee in determining the Yield on the GIC is limited to the greater of (I) a reasonable amount, as described in Treas. Reg. § 1.148-5(e)(2)(i), issued under the Code; or (II) the present value of annual payments equal to two-tenths of one percent (0.2%) of the GIC Computational Base, with a maximum of \$30,000 and a minimum of \$3,000 if the amount determined under (II) is less, provided that the total such fees for any such investments made with the Proceeds of the Obligations does not exceed \$85,000. The amounts specified herein shall be subject to change under the cost of living adjustment provisions of Treas. Reg. § 1.148-5(e)(2)(iii)(B).

(H) Administrative Costs. The provider of the GIC certifies the administrative costs incurred in connection with the GIC reasonably expected to be paid to third parties;

(iv) United States Treasury Obligations ("Treasuries"). Treasuries may only be purchased if:

(A) Direct Purchases. The Treasuries are purchased directly from the United States Treasury (such as SLGS); or

(B) Other Purchases. The purchase complies with the following:

(I) GIC Bid Rules. The Bid meets the requirements of Subparagraphs (iii)(A) and (B) of this Section, except that the bid does not need to specify an expected drawdown schedule;

(II) Cost. The Purchase Price of the Treasuries:

(a) Lowest Cost. Is either the lowest cost bid for the entire portfolio, or the lowest aggregate cost, determined on a security by security basis;

(b) Seller Payments. Includes any payments made by the seller of the Treasuries to the Issuer; and

(c) Comparison to SLGS. Is not greater than the cost of the most efficient portfolio comprised of SLGS determined at the time of the bid submission, unless SLGS are not then available; and

(III) Bidding Fee. The amount of the fee charged by the bidding agent that will be treated as a Qualified Administrative Fee in determining the Yield on Treasuries not purchased directly from the United States Treasury is limited to the greater of (I) a reasonable amount, as described in Treas. Reg. § 1.148-5(e)(2)(i), issued under the Code; or (II) the present value of annual payments equal to two-tenths of one percent (0.2%) of the Yield-Restricted Investment Computational Base, with a maximum of \$30,000 and a minimum of \$3,000 if the amount determined under (II) is less, provided that the total such fees for any such investments made with the Proceeds of the Obligations does not exceed \$85,000. The amounts specified herein shall be subject to change under the cost of living adjustment provisions of Treas. Reg. § 1.148-5(e)(2)(iii)(B).

3. Timing and Method of Determination of Arbitrage Compliance Payments. The Issuer covenanted in the Authorizing Legislation to take all actions necessary to comply with the requirements applicable to investments of the Proceeds of the Obligations contained in Section 148 of the Code and the Treasury Regulations thereunder. Although the Obligations are not subject to the rebate requirements of Section 148(f) because the Issuer qualifies as a "small issuer" within the meaning of Section 148(f)(4)(D)(i) of the Code, Yield Reduction Payments could be owed if any of the Gross Proceeds of the Obligations in excess of the Minor Portion remain unspent beyond the available Applicable Temporary Periods. If there are any such unexpended amounts, the Issuer must determine if any Yield Reduction Payment is owed. Any Hedge with respect to the Obligations could affect the determination of whether the Obligations are a fixed rate issue, under Treas. Reg. § 1.148-4(b) or a variable rate issue under Treas. Reg. 1.148-4(c) and could affect the calculation of the Yield on the Obligations for purposes of satisfying the Yield limitations of Section 148 of the Code. The Issuer, therefore, must take the following actions:

(a) Collection of Records. Immediately after the Computation Date for the Obligations, the Issuer must assemble copies of records concerning investments of Gross Proceeds of the Obligations, including any amounts held by any provider of a letter of credit or guarantor under a reimbursement or other similar agreement, and provide all such information to the Rebate Analyst within thirty (30) days after the Computation Date for the Obligations, so that the Rebate Analyst can track all investments of the Gross Proceeds of the Obligations during the Computation Period for the Obligations.

(b) Calculation of Yield Reduction Amount. The Issuer must direct the Rebate Analyst to calculate the Yield Reduction Amount for the Obligations upon receipt of such records and in any event within forty-five (45) days the Computation Date for the Obligations.

(c) Arbitrage Compliance Payments. No later than sixty (60) days after the Computation Date for the Obligations, the Issuer must remit an amount equal to the Arbitrage Compliance Payment for the Obligations to the United States Treasury at the office of the Internal Revenue Service prescribed by the Treasury Regulations or by the Commissioner of the Internal Revenue Service. The remittance must be accompanied by any form or forms required to be submitted with such a remittance, which may include (i) a statement summarizing the computation of the amount required to be paid as described in this Section and (ii) Internal Revenue Service Form 8038-T or such other forms as may be required.

4. Records

(a) General. The Issuer must keep proper records and accounts, which should contain complete and correct entries of all transactions relating to the Obligations and the Gross Proceeds of the Obligations. The Issuer should retain the information described in this Section for at least six (6) years after the Redemption Date of the Obligations.

(b) Project Expenditures. All requisitions, disbursements, allocations, applications and payments made for the Project, including all such items made with Gross Proceeds of the Obligations, should be kept in a separate record.

(c) Investments

(i) General. The Issuer must keep a separate record of all purchases and sales of Investment Property made with the Gross Proceeds of the Obligations, including money derived from, pledged to or to be used to make pay Debt Service on the Obligations. The records should specify the account or fund in which each Investment Property is to be held and should set forth for each Investment Property, (i) the Purchase Price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the amount received at maturity or the sale price, as the case may be, including accrued interest, (iv) the amounts and dates of any payments made with respect thereto, and (v) the dates of acquisition and disposition or maturity;

(ii) GIC's. The Issuer must keep copies of the contract and the bid solicitation, any deviation from specifications accepted and any amendment to the bids received, and the reasons for such changes and every bid submitted, including the name of the person and entity submitting the bid, the time and date of the bid and the bid results; and

(iii) Treasuries. If the Treasuries are not purchased directly from the United States Treasury, the Issuer must keep copies of the bid solicitation form, any deviation from the specifications that are accepted and any amendment to the bids received and the reasons for such changes, and every bid submitted, including the name of the person and entity submitting the bid, and the cost of the most efficient portfolio of SLGS, unless SLGS were not then available.

(d) Arbitrage Compliance. The Issuer must keep copies of all records relating to the determination of Arbitrage Compliance Payments.

5. Security

(a) General Restrictions. Not more than ten percent (10%) of the principal of or interest on the Obligations may be secured or paid, either directly or indirectly by any Non-Governmental Person if there is Private Use in excess of ten percent (10%) of the Proceeds of the Obligations or of the Project.

(b) No Federal Guarantee. The Gross Proceeds of the Obligations may not be invested in any Investment Property that is Federally-Guaranteed and no portion of the Debt Service on the Obligations may be Federally-Guaranteed, either directly or indirectly.

March 23, 2005

(c) No Reserve Funds. There may not be any reserve funds or any other amounts pledged to or held as security for the Obligations. Since the requirements of Sections 141 and 148 of the Code may be amplified in the future and interpretations of the requirement may change, we may amend or supplement this Letter from time to time to reflect such changes. In addition, you may seek clarification of the requirements of this Letter, particularly whether any specified action is still required or whether some further or different action is required.

Please do not hesitate to call if any questions arise about the restrictions or the calculations described herein or if we may be of additional service at this time.

Very truly yours,
PECK, SHAFFER & WILLIAMS LLP
Per Dennis G. Schwallie /s/
Dennis G. Schwallie, Esq.

Received and acknowledged:

COUNTY OF BELMONT, OHIO

By: Joseph A. Pappano /s/

Title: County Auditor

Date: March 31, 2005

By: Darlene Pempek /s/

Title: Clerk of the Board of County Commissioners

Date: March 31, 2005

By: Joseph A. Gaudio /s/

Title: Treasurer

Date: March 31, 2005

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING
CONTRACT ON BEHALF OF BELMONT COUNTY 911 AND
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the contract on behalf of the Belmont County 911 and the Fraternal Order of Police, Ohio Labor Council, Inc. This contract includes all full and part time employees of the Belmont County 911. (4 Supervisors, 6 full-time dispatchers and 4 part-time dispatchers)

**BELMONT COUNTY
TABLE OF CONTENTS**

ARTICLE 1	PREAMBLE/PURPOSE	3
ARTICLE 2	UNION RECOGNITION	3
ARTICLE 3	DUES DEDUCTION	4-5
ARTICLE 4	F.O.P. OHIO LABOR COUNCIL REPRESENTATION	5-6
ARTICLE 5	MANAGEMENT RIGHTS	6-7
ARTICLE 6	NON-DISCRIMINATION	7
ARTICLE 7	GRIEVANCE PROCEDURE	8-10
ARTICLE 8	CORRECTIVE ACTION	11-12
ARTICLE 9	RULES AND REGULATIONS	12-13
ARTICLE 10	LABOR-MANAGEMENT COMMITTEE	13
ARTICLE 11	PERSONNEL FILES	13-14
ARTICLE 12	BULLETIN BOARDS/MISCELLANEOUS	14-15
ARTICLE 13	SENIORITY	15
ARTICLE 14	LAYOFF AND RECALL	16
ARTICLE 15	LEAVES AND LEAVES OF ABSENCE	17-20
ARTICLE 16	FULL -TIME SICK LEAVE	20-22
ARTICLE 16-B	PART-TIME SICK LEAVE	23
ARTICLE 17-A	FULL-TIME HOURS OF WORK	24
ARTICLE 17-B	PART-TIME HOURS OF WORK	225
ARTICLE 18	OVERTIME/COMPENSATORY TIME	25-26
ARTICLE 19	REPORT-IN AND CALL-IN WORK	27
ARTICLE 20	TRAINING	27
ARTICLE 21	VACATIONS	28-29
ARTICLE 22	HOLIDAYS	29
ARTICLE 23	HEALTH AND SAFETY	30
ARTICLE 24	UNIFORM ALLOWANCE	30
ARTICLE 25	PROFESSIONAL LIABILITY INSURANCE	30
ARTICLE 26	HOSPITALIZATION AND MAJOR MEDICAL	31
ARTICLE 27	WAGES	32
ARTICLE 28	SEVERABILITY	33
ARTICLE 29	WAIVER IN CASE OF EMERGENCY	33
ARTICLE 30	NO STRIKE/NO LOCKOUT	34
ARTICLE 31	COPIES OF AGREEMENT	34
ARTICLE 32	PAST PRACTICE	34
ARTICLE 33	BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW	35
ARTICLE 34	DRUG/ALCOHOL TESTING	35-37
ARTICLE 35	DURATION OF AGREEMENT	37
	MEMORANDUM OF UNDERSTANDING	38
	SIGNATURE PAGE	39

FULL-TIME/PART-TIME

ARTICLE 1

PREAMBLE/PURPOSE

SECTION 1. This Agreement, entered into by the Belmont County 911, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "F.O.P. OHIO LABOR COUNCIL", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreement between the parties governing the wages, hours, terms and other conditions of employment, for those employees included in the bargaining units as defined herein.

SECTION 2. To provide a fair and reasonable method by which employees covered by this agreement can participate through their exclusive bargaining agent in the establishment of terms and conditions of their employment, to promote harmonious relationships, and to establish an orderly procedure for the resolution of differences between the Employer and the members of the bargaining unit.

ARTICLE 2
UNION RECOGNITION

SECTION 1. The Employer recognizes the F.O.P. OHIO LABOR COUNCIL as the sole and exclusive representative for those employees included in the bargaining units, for any and all matters relating to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Agreement and for the administration of this Agreement.

SECTION 2. The Bargaining units include all full-time, part-time dispatchers and shift supervisors as set forth in the certification issued by the Ohio State Employment Relations Board as described in the bargaining unit listed below.

Excluded from inclusion in this bargaining unit are all management level employees, confidential, seasonal, casual, and all other employees specifically excluded by the Ohio Collective Bargaining Act.

ARTICLE 3
DUES DEDUCTION

SECTION 1. The Employer agrees to deduct F.O.P., Ohio Labor Council membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the first sixty (60) days of their employment.

SECTION 2. The Employer agrees to deduct regular F.O.P., Ohio Labor Council membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will deduct F.O.P., Ohio Labor Council dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Any employee who chooses not to become a member of the F.O.P., Ohio Labor Council shall, as a condition of employment, have deducted from his check a fair share fee in an amount equivalent to F.O.P., Ohio Labor Council dues. Such deduction shall be made under the same terms as dues deductions. All dues, fees and assessments deducted from employee's pay (together with a list from whom deductions were made) shall be remitted to the F.O.P., Ohio Labor Council, 222 East Town Street, Columbus Ohio 43215-4611 once each calendar month.

SECTION 3. The parties agree that the Employer assumes no obligation financial or otherwise, arising out of the provisions of this Article regarding the deduction of F.O.P., Ohio Labor Council dues. The F.O.P., Ohio Labor Council hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article

SECTION 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment, (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the F.O.P., Ohio Labor Council.

SECTION 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of F.O.P., Ohio Labor Council dues.

SECTION 6. The parties agree that neither the employees nor the F.O.P., Ohio Labor Council shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the F.O.P., Ohio Labor Council dues deduction would normally be made deducting the proper amount.

SECTION 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the F.O.P., Ohio Labor Council one (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction

ARTICLE 4
F.O.P. OHIO LABOR COUNCIL REPRESENTATION

SECTION 1. Non-employee representatives shall be admitted to the Employer's facilities and sites for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon reasonable advance notice to the Employer. The Employer has the right to restrict the number of non-employee representatives admitted to the Employer's facility at any one time. The F.O.P., Ohio Labor Council agrees that such activities shall not interfere with the normal work duties of the employees, except to the extent authorized in advance by the Employer.

SECTION 2. The Employer will recognize one (1) employee selected by the F.O.P., Ohio Labor Council, to act as representative of the Bargaining Unit Members for the purpose of processing grievances at steps of the grievance procedure or attending meetings as authorized herein.

SECTION 3. The local representative shall confine his F.O.P., Ohio Labor Council activities to the investigation and processing of grievances and shall be permitted to attend grievance hearings, or other meetings, which have been authorized by the Employer or his representatives to be held during regular duty hours, without loss of regular pay or benefits. No Employee shall be disciplined for properly engaging in Union Activity. Union representatives attending grievance hearings or other meetings on their "off shift", do so on their own time.

SECTION 4. Where grievance hearings, or other meetings, have been authorized by the Employer, or his representatives, to be held during regular duty hours of the aggrieved employee, the F.O.P., Ohio Labor Council representative and the aggrieved party in attendance shall not suffer loss in regular pay or benefits. The F.O.P., Ohio Labor Council representative shall be recognized by the Employer as the appropriate representative at Step 1 of the grievance procedure.

SECTION 5. The F.O.P., Ohio Labor Council shall provide to the Employer of its representatives, which is to be kept current at all times and shall include the following.

1. Name
2. Address
3. Home telephone number
4. Immediate Supervisor

No employee shall be recognized by the Employer as an F.O.P., Ohio Labor Council representative until the F.O.P., Ohio Labor Council has presented the Employer with written certification of that person's selection as outlined above.

SECTION 6. Any F.O.P., Ohio Labor Council employee representative shall cease unauthorized F.O.P., Ohio Labor Council activities immediately upon any order by the director of the Belmont County 911.

SECTION 7. The Employer agrees that, except for a declared emergency, one (1) delegate or alternate to the annual conventions of the F.O.P., Ohio Labor Council shall be granted accrued leave, with pay, for the purpose of participating in such conventions. Such leave shall not be more than three (3) tours of duty. Such leave will be approved upon receipt of two (2) weeks advance written notification by the F.O.P., Ohio Labor Council. Accrued leave is to be vacation time, personal days or comp time.

ARTICLE 5
MANAGEMENT RIGHTS

SECTION 1. The Employer possesses sole right to operate the department and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement or in O.R.C. 4117.

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as functions and programs of the department, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Directs, supervises, evaluates, or hires employees;
- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted;
- E. Suspend, disciplines, demotes, or discharges for just cause;
- F. Determine the hours of work, work schedules, and to establish the necessary work rules, policies and procedures for all employees;
- G. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, lack of funds, or a job abolishment due to lack of funds;
- H. Determine the adequacy of the work force;
- I. Determine the mission of the department as a unit of government;
- J. Effectively manages the work force;
- K. Take actions to carry out the mission of the department as a governmental unit.

SECTION 2. The F.O.P., Ohio Labor Council recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the function of the Employer.

ARTICLE 6
NON-DISCRIMINATION

SECTION 1. Neither the Employer nor the F.O.P., Ohio Labor Council shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, protected disability or national origin.

SECTION 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 3. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may not be appealable to arbitration through the grievance procedure contained in this Agreement until the Employer, the employee, and their representatives have met at Step 1 and 2 of the grievance procedure in an effort to resolve the alleged violation prior to the appeal to either of these agencies and the employee has filed a complaint with either of these agencies, and the complaint is rejected.

SECTION 4. The Employer agrees not to interfere with the rights of bargaining unit employees to become, or not become, members of the F.O.P., Ohio Labor Council, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of F.O.P., Ohio Labor Council membership or because of any legal employee activity in an official capacity on behalf of the F.O.P., Ohio Labor Council, as long as the activity does not conflict with the terms of this Agreement.

SECTION 5. The F.O.P., Ohio Labor Council agrees not to interfere with the rights of employees to refrain or resign from membership in the F.O.P., Ohio Labor Council, and the F.O.P., Ohio Labor Council shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the F.O.P., Ohio Labor Council or involvement in the F.O.P., Ohio Labor Council.

ARTICLE 7 GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 2. All grievances must be processed at the proper step in order to be considered at the subsequent steps, unless the parties mutually agree otherwise in writing.

Any employee may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

SECTION 3. It is the mutual desire of the Employer and the F.O.P., Ohio Labor Council to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the F.O.P., Ohio Labor Council representative, if the former desires, must identify the alleged grievance on a grievance form to his supervisor within fourteen (14) calendar days after the employee knew or should have known of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the supervisor was presented the grievance.

Step 2: If the grievance is not satisfactorily resolved in Step 1, the employee, with the appropriate F.O.P., Ohio Labor Council representative, if the former desires, may refer the grievance to the 911 Director within seven (7) calendar days after receiving the Step 1 reply. The Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate F.O.P., Ohio Labor Council representative, if the former desires. The Director shall investigate and respond to the grievant and/or appropriate, F.O.P., Ohio Labor Council representative with seven (7) calendar days following the meeting.

Step 3: Arbitration:

If the grievance is not satisfactorily settled in Step 2, the F.O.P., Ohio Labor Council may make written notification that the grievance will be submitted to binding arbitration. A notification for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the intent to arbitrate, the Employer or his designee and the representative of the F.O.P., Ohio Labor Council shall, within fourteen (14) calendar days following the notice for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. A coin toss shall be used to determine which party shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of Federal Mediation and Conciliation Service.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific Articles in this Agreement. He may not modify or amend the Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step I of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The findings of the arbitrator shall be binding on all parties. (Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the F.O.P., Ohio Labor Council in the event an alternate list is requested by mutual agreement of the parties). All costs directly related to the services of the arbitrator shall be equally divided between the Employer and the F.O.P., Ohio Labor Council. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees are split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 4. All grievances should contain all of the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed with the Shift Supervisor or Management.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the Agreement violated.
9. Desired remedy to resolve the grievance.

SECTION 5. A grievance may be filed by bargaining unit members, or by the F.O.P., Ohio Labor Council, as exclusive representative to enforce its rights under the Agreement, or on behalf of a group of bargaining unit members who are affected by the act or condition giving rise to the grievance in the same or similar manner. The F.O.P., Ohio Labor Council shall not process a grievance on behalf of any member without the member's knowledge and consent. The F.O.P., Ohio Labor Council shall attach a list of names of the members who have consented to the grievance at Step 2. Furthermore, those members will be required to sign the attached list by Step 3 of the grievance procedure. A bargaining unit member has the right to present grievances and have them adjusted, with or without the intervention of the F.O.P., Ohio Labor Council, as long as the adjustment is consistent with the terms of the Agreement and as long as the F.O.P., Ohio Labor Council may be present at the adjustment.

SECTION 6. The Employer shall provide the F.O.P., Ohio Labor Council with a list of management's designated representatives for each step of the grievance procedure.

ARTICLE 8
CORRECTIVE ACTION

SECTION 1. No employee shall be disciplined or discharged except for just cause.

SECTION 2.

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline shall normally consist of an oral warning, written reprimand, short-term suspension, and either a long term suspension or demotion prior to discharge.
- B. Progressive discipline shall take into account the nature of a similar violation or the employee's record of discipline for previous gross misconduct.
- C. The Employer agrees a pre-disciplinary hearing shall take place prior to any discharge or suspension. This hearing is to be held between the Employer, the employee, and their representatives before a neutral party. However, no prior hearing is required to temporarily suspend the employee in cases where the employee is charged with one of the following: gross insubordination, dishonesty; fighting; drunkenness; or being under the influence of alcohol or illegal drugs which may be verified by a voluntary sobriety test or medical examination. In such cases, the Employer shall suspend the employee with pay, pending disposition of the pre-disciplinary hearing.

SECTION 3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 4. All disciplinary investigations shall be conducted in accordance with the provisions of this Article.

- A. An employee may be questioned or requested to write a statement regarding his conduct or action by his supervisor. However, prior to an employee being asked questions during an internal non-criminal investigation, which may lead to suspension without pay or termination of the employee questioned, that employee shall be informed of his right to have F.O.P., Ohio Labor Council representation.

The F.O.P., Ohio Labor Council representation shall be the Union Associate for the employee's bargaining unit, if no F.O.P., Ohio Labor Council representative is available within a reasonable period of time.

- B. Except in circumstances requiring otherwise, an employee will only be asked questions during duty hours. In the event an employee is questioned during non-duty hours, the employee will be compensated at the overtime rate of pay for any time the employee arrives at the work site or any other facility that the questioning may be conducted, until such time he or she is released to off duty status.
- C. Any employee who refuses to answer questions may be charged with insubordination, only after receiving at least one warning that his continued refusal to answer questions may lead to disciplinary action and being read his "Garrity Rights"
- D. No polygraph or truth verification test may be administered without the voluntary consent of the employee.
- E. In evaluating the evidence regarding a complaint about an employee's conduct, the Employer will take into account the length of time which has expired between the date of the alleged incident and the date the complaint is received as bearing on the credibility of the complaining party. In the event a complaint is received from an anonymous source, the Employer will not take action against the employee complained about unless the complaint is supported by other corroborative evidence.
- F. Prior to any suspension without pay or termination of an employee, the employee will be afforded seventy two hour (72) notice of the charges against him and an opportunity to review the evidence against him, and cross examining any witnesses against him prior to responding in his own defense. An employee shall have an F.O.P., Ohio Labor Council representative and/or attorney to assist him in responding to the charges at a disciplinary hearing before a decision is made for a suspension without pay or termination.
- G. The employee shall be informed, in writing, of the results of any investigation at the conclusion of the investigation. If the affected employee is in disagreement with the action taken by the Employer, he may file a grievance at step 3 (arbitration) in accordance with the grievance procedure contained in this Agreement. Such grievance shall be filed within fourteen (14) calendar days.

ARTICLE 9
RULES AND REGULATIONS

SECTION 1. Work Rules: The Employer shall ensure that all current permanent work rules, policies and procedures are reduced to writing and made available to all bargaining unit members.

SECTION 2. New Work Rules: The Employer agrees that new work rules adopted after the effective date of this Agreement shall be reduced to writing and provided to all bargaining unit members in advance of their enforcement.

SECTION 3. Effect of Work Rules: A work rule or policy that is in violation of this Agreement shall be the proper subject of a grievance, as is a work rule not having been applied uniformly to all employees. No employee shall be disciplined for an alleged violation of a work rule, which has not been promulgated as set forth in Section 1 and/or 2 of this Article.

ARTICLE 10
LABOR-MANAGEMENT COMMITTEE

SECTION 1. In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party at least five (5) working days in advance of the requested meeting day. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. The meeting shall be held within a reasonable time period.

SECTION 2. The purpose of such meeting shall be limited to:

- A. Notify the F.O.P., Ohio Labor Council of changes made by the Employer, which affect bargaining unit employees.
- B. Disseminate general information of interest to the parties.
- C. Give the Bargaining Unit Representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members.
- E. Discuss ways to increase productivity and improve efficiency.
- F. Consider and discuss health and safety matters relating to employees.

SECTION 3. There shall be no more than three (3) representatives for each party in attendance at the Labor/Management Conference.

ARTICLE 11
PERSONNEL FILES

SECTION 1. The Belmont County 911 administration shall only have one (1) official personnel file in the personnel office. Each employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. Nothing shall be placed in the employee's personnel file without their knowledge. An employee shall be entitled to have a representative of his choice accompany him during such review.

SECTION 2. The employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the employee's personnel file.

SECTION 3. Records of oral warnings and written warnings shall cease to have force and effect one (1) year from the date of issuance. Any record of discipline of any other kind shall cease to have force and effect two (2) years from the date of issuance.

SECTION 4. The following items shall be considered public information, available upon request to the Employer, from an employee's personnel file: annual salary, degree(s) held, areas of special certification, civil service status, and awards or commendations. All other documents in the personnel file shall be considered confidential and shall not be conveyed in any manner to any person or persons unless by court order, subpoena, or written permission of the employee.

ARTICLE 12
BULLETIN BOARDS/MISCELLANEOUS

SECTION 1. The Employer agrees to provide space for bulletin boards in the Break Room of the 911's Office for use by the F.O.P., Ohio Labor Council.

SECTION 2. The bulletin boards may be used by the Lodge or Labor Council for posting notices of the following type:

- A. Recreational and social events.
- B. F.O.P., Ohio Labor Council elections and elections results.
- C. General membership meetings and other related business meetings.
- D. General Lodge business of interest to members.

It is understood that no material may be posted on the Union bulletin board at any time, which contain the following:

- A. Personal attacks upon any other member or any other employee.
- B. Scandalous, scurrilous or derogatory attacks upon the administration.
- C. Attacks on any other employee organization, regardless of whether the organization has Local membership and,
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 3. No F.O.P., Ohio Labor Council related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the F.O.P., Ohio Labor Council.

SECTION 4. Items in violation of any provision of this Article shall be cause for the Employer to ask the F.O.P., Ohio Labor Council to remove said item or items.

SECTION 5. The F.O.P., Ohio Labor Council shall be permitted to utilize the intra-departmental mailboxes for the purpose of providing information pertaining to F.O.P., Ohio Labor Council business or bargaining unit representation to the bargaining unit members. The F.O.P., Ohio Labor Council agrees that the use of the mailboxes will be reasonable and limited to providing information that is necessary for the normal conduct of F.O.P., Ohio Labor Council business or bargaining unit representation. The Employer reserves the right to deny such access in the event that the use of such boxes interferes with the business of the County or 911's Office business. All mail placed into the mailboxes by the F.O.P., Ohio Labor Council shall be the property of bargaining unit members to whom it is addressed, and such mail shall not be subjected to the Employer's review.

SECTION 6. It is agreed that the F.O.P., Ohio Labor Council shall be permitted, upon a three (3) day notification in writing to the Director or his designee, to place a ballot box at the 911's Office up to two (2) times per calendar year for the purpose of collecting members' ballots on issues relating to ratification, modification, or maintenance of this Agreement. Such boxes shall be the property of the F.O.P., Ohio Labor Council and neither the ballot boxes nor their contents shall be subject to the Department's review. The F.O.P., Ohio Labor Council shall take measures to secure the ballot box in the designated location and to protect it from tampering. The method of securing shall be that only an F.O.P., Ohio Labor Council official shall be able to remove the ballot box. To further ensure security, the F.O.P., Ohio Labor Council may assign at least one (1) off-duty F.O.P., Ohio Labor Council member to oversee the F.O.P., Ohio Labor Council balloting activity.

SECTION 7. The Union may schedule the 911 Board Room for Union meetings and other authorized union activities whenever available.

ARTICLE 13

SENIORITY

SECTION 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority.

SECTION 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

SECTION 3. If a part-time employee is being considered for any reason based on the benefits in this collective bargaining agreement, and seniority is considered, seniority for part-time employees shall be considered on a pro rata basis (etc. as time earned). Previous full-time employees will maintain their seniority, all other part-time seniority will be determined as time worked.

ARTICLE 14

LAYOFF AND RECALL

SECTION 1. When the Employer determines that a layoff is necessary due to lack of work, lack of funds, or a job abolishment (permanent deletion of a position/job function) due to a lack of funds, the affected employees shall be notified at least ten (10) calendar days in advance of the effective date of layoff. The Employer, upon request from the F.O.P., Ohio Labor Council, agrees to meet and discuss the impact of the layoff on the bargaining unit employees.

SECTION 2. Employees will be laid off in accordance with their seniority within the classification with the least senior employee being laid off first. All temporary, intermittent, part-time, and seasonal employees in the classification will be laid off before full-time employees.

SECTION 3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the work section in which they are recalled. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required in this section shall be at the Employer's expense.

SECTION 4. Employees reinstated in the same classification from which the layoff occurred shall be paid at the same rate of pay at the time of recall, without loss of any seniority.

SECTION 5. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the F.O.P., Ohio Labor Council. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 6. The recalled employee shall have three (3) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work.

The employee shall have fourteen (14) calendar days after notification to return to work unless a different time is agreed to by the employee and Employer.

SECTION 7. The Employer shall not contract out any bargaining unit work for any classification.

SECTION 8. Any Bargaining Unit (Shift Supervisor) who is laid off may bump down to a lower classification, and bumping will be based on departmental seniority, as defined in Section 2 of this Article.

ARTICLE 15

LEAVES AND LEAVES OF ABSENCE

SECTION 1. Leave Without Pay: Employees may be granted the following types of unpaid leaves of absence:

A. Disability Separation Leave

A physically incapacitated employee may request a disability separation leave. A disability separation leave may be granted for a period of up to two (2) years when the disability continues beyond accumulated sick leave rights and provided the employee is:

- (a) hospitalized or institutionalized;
- (b) on a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or,
- (c) is declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer. If the Employer designates a physician to determine if an employee is incapacitated and the Employer's physician declares the employee incapacitated, then the Employer will support any claim filed by the employee for disability to the Ohio Industrial Commission.

It is the employee's responsibility to request a disability separation leave and such leave is not granted automatically when the employee's sick leave or disability leave has expired. Time spent on disability leave prior to a disability separation shall be considered part of the two (2) year time period.

B. Educational Leave

An educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the 911's Office by improved performance at any level, or for voluntary service in any governmentally sponsored program of public betterment.

An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

C. Disability Leave

Upon request to the Employer, an employee who becomes ill, injured or pregnant shall be granted leave of absence without pay. The employee shall use all accrued sick leave before going on disability leave, subject to the Sick Leave Article.

A medical statement is required indicating the probable period the employee will be unable to work, as well as, the nature and cause of the disability. Should the disability leave of absence without pay exceed six (6) months, the employee may request and be granted a disability separation. If the Employer has reason to believe the employee's illness, injury or pregnancy is inhibiting the usual performance of duties, he may order, in writing, that the employee begin sick leave, vacation leave, or disability leave at an earlier date than that selected by the employee. The employee may appeal such action through the grievance procedure. Medical data supporting the employee's case must accompany the appeal, and pertinent medical records may be released to the Employer's physician.

D. Maternity Leave

Upon request to the Employer, an employee who becomes pregnant shall be granted maternity leave of absence without pay. If she wishes, the employee may use any or all of her accrued sick leave and vacation leave for pregnancy before going on maternity leave prior to the birth of the baby, and for the recovery period, subject to the Sick Leave Article. All maternity leave and/or Disability leave for maternity reasons shall comply with the Family and Medical Leave Act of 1993.

E. Personal Leave

The Employer may grant a leave of absence to any employee for a maximum duration of six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended beyond six (6) months. The employee shall include all pertinent information relating to the need for a personal leave of absence with his request for leave.

F. Authorization for Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. Authorization for leave may not be granted in a disparate manner.

A leave of absence shall be requested on the standard Request for Leave Form.

G. Sick Leave Credit and Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence, is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

H. Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written certified notice to the employee and the employee may be subject to corrective action.

I. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis, unless otherwise determined by the Employer. An employee may contact the Employer prior to the expiration of said leave and may be granted a reasonable extension for a justifiable cause within the various maximum time limits established under this Article.

J. Insurance Premiums During Leaves

Where an employee has requested, and been granted, a disability separation leave, or a personal leave for medical reasons, the Employer shall continue its contribution to the employee's health insurance benefit programs in accordance with the FMLA, for the duration of the leave from the date of approval of the leave, provided the employee makes arrangements with the Employer for the payment of the legally required monthly premiums.

SECTION 2. Leaves with Pay: Employees may be granted the following types of paid leaves of absence:

A. Court Leave

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of his scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for worker's compensation, unemployment compensation, arbitration, and Board or Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc., these absences would be leave without pay or vacation.

B. Military-Leave

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. This service does not need to be in one continuous period of time.

Employees who are members of those components listed in paragraph one (1) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered, by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of emergency.

D. Bereavement Leave

Bargaining unit employees shall be granted up to four (4) days of bereavement leave with pay for death in the immediate family, defined as mother, father, employee's spouse, child, or step-child, brother, sister, and employee's grandparent. Bargaining unit employees shall be granted up to two (2) days of bereavement leave with pay and the option of two(2) additional days charged to the employee's sick leave, for death of mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchildren and step-grandchildren.

The two days of bereavement leave will not be charged to any other earned leaves. Additional time off without pay, or additional leave chargeable to sick leave may be arranged at the discretion of the Employer.

E. Family Medical Leave (FMLA)

Family Medical Leave (FMLA) Employees shall use their accrued sick leave prior to making the transition to unpaid status during an authorized Family and Medical Leave.

FULL-TIME

ARTICLE 16
SICK LEAVE

SECTION 1. All employees shall receive sick leave credit at the rate of 4.6 hours per eighty (80) hours of active pay status, but not during leaves of unpaid absence or layoffs.

SECTION 2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

A. All employees must notify the shift supervisor on duty at the communications center in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.

B. No sick leave in excess of (3) three consecutive days shall be granted unless the sickness, illness, or injury has been verified by a treating physician's certification, if the employee is under treatment by a physician. Any employee off sick more than three (3) consecutive scheduled work days will be required to present a return to work from a licensed physician before returning to work.

C. All employees having any serious contagious disease in their families shall immediately notify their shift supervisor and shall not report to work until released to do so by the proper authority.

D. Where sick leave is requested to care for a member of the immediate family in excess of three (3) consecutive days, and the family member is under treatment by a physician, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Immediate family for sick leave purposes shall consist of: parents, grandparents, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, or any legal guardian or other person(s) who stands in place of a parent.

E. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.

F. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

G. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

A. Illness or injury of the employee or a member of his/her immediate family.

B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 6. If at any time the shift supervisor detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern, the employee will be referred to the Director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

SECTION 7. An employee with ten years of service, at the time of retirement from active service with the county, may elect to be paid in cash for one-fourth of the value of his/her earned but unused sick leave credit up to a maximum of one hundred twenty (120) days. The maximum of such payment shall not exceed two hundred and forty (240) hours, thirty (30) days. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

SECTION 8. As an incentive for employees not to abuse sick leave, the Employer and the Union agree to implement the following incentive program For each six month period of the contract, employees will be rewarded for not using sick leave during that period. Employees will be awarded personal days to be taken at the employee's discretion within six months of the day awarded and manpower permitting as determined by the employee's supervisor. Personal days shall be awarded as follows:

<u>Sick Leave Used</u>	<u>Personal Days Awarded</u>
1 Shift or 10 hours less	2 personal days
2 Shifts or 20 hours or less	1 personal day

Personal leave is non-accumulative.

The use of personal days shall be submitted and approved by the Director or his designee seventy-two (72) hours prior to the requested time off.

ARTICLE 16-B PART-TIME SICK LEAVE

SECTION 1. All employees shall receive sick leave credit at the rate of .0575 per hour worked, but not during leaves of unpaid absence or layoffs.

SECTION 2. Employees will be charged for sick leave only for days upon which they would have been scheduled to work. Sick leave shall be charged in minimum units of one (1) hour.

SECTION 3. The unused sick leave of an employee shall accumulate without limit.

SECTION 4. Sick leave shall be granted to an employee, upon approval of the Director and shall be in accordance with the following:

A. All employees must notify the shift supervisor on duty at the communications center in as much advance time as possible, but in no case later than one (1) hour of scheduled shift, except under exigent circumstances. When making notification employees must give a specific reason for their absence, phone number where they can be reached, and an estimate of when they will return to work.

B. All employees having any serious contagious disease in their families shall immediately notify their supervisor and shall not report to work until released to do so by the proper authority.

C. Employees failing to comply with sick leave rules and regulations may not be paid. The Director may initiate investigations when an employee is suspected of abusing sick leave privileges.

D. The Director may require an employee to take an examination conducted by a licensed physician chosen by the Director, to determine the employee's physical or mental capability to perform the duties of his position. If found not qualified, the employee may be placed on sick leave or disability separation. If the employee's physician disagrees with the findings of the Director appointed physician, a third physician - selected by the employee and Director and the physician shall evaluate the physical or mental condition of the employee. The cost of such examinations shall be paid by the Employer if such costs exceed those paid by insurance.

E. Employees shall not be paid for sick leave usage if said employee performs work activity outside Belmont County 911 Communication Center eight (8) hours prior to and/or after their leave unless a doctor's excuse is provided.

SECTION 5. Sick leave shall be granted to an employee, upon approval of the Director, in accordance with the following:

A. Illness or injury of the employee or a member of his/her immediate family.

B. Medical, dental or optical examinations or treatments of the employee which could not be scheduled during non-work hours.

SECTION 6. If at any time the shift supervisor or supervisor detects any recurring pattern in the use of sick leave, they will meet and discuss the matter with the employee. In the absence of a reasonable explanation for such a pattern the employee will be referred to the director.

Consistent periods of sick leave usage may indicate a pattern of abuse, for example, but not limited to:

- Before or after holidays
- Before or after vacation or scheduled days off
- Absence following overtime
- Continued long term pattern of using sick leave without doctor's excuse or medical justification
- Three or more incidents of usage within any thirty (30) day calendar period without medical documentation.

ARTICLE 17-A FULL-TIME HOURS OF WORK

SECTION 1. The standard work period for all full-time employees covered by the terms of this Agreement shall be eighty (80) hours. The workweek shall be computed between 8:01 a.m. on Sunday of each calendar week and at 08:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 2. Active pay status shall include all scheduled work hours, as well as, all hours while on approved sick leave, holidays, personal days, vacation and compensatory time.

SECTION 3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

SECTION 4. Monthly changes of shift does not constitute an overtime situation as long as there is a minimum of eight (8) hours between shifts.

ARTICLE 17-B PART-TIME HOURS OF WORK

SECTION 1. The work period shall be computed between 8:01 a.m. on Sunday of each calendar week and at 8:00 the following Sunday. The standard workday shall consist of eight consecutive (8) hours, or twelve (12) consecutive hours beginning at the start of the employee's shift.

SECTION 2. Active pay status shall include all scheduled work hours.

SECTION 3. In the event employees are scheduled to work when the time changes, as required by daylight savings time being implemented. They will be paid for eight (8) hours of straight time in the spring and eight (8) hours of straight time in the fall even though they will work seven (7) hours in the spring and nine (9) hours in the fall.

ARTICLE 18 OVERTIME/COMPENSATORY TIME

SECTION 1. Bargaining unit members shall be compensated at straight time for all hours in paid status, except that any hours in excess of eight (8) hours or twelve (12) hours based on assigned work schedule in a work day or over eighty (80) hours in any pay period shall be compensated at a rate of one and one-half (1½) times the employee's regular rate of pay. Overtime shall be prior approved by the Director, or his designee unless an emergency exists that requires immediate response. The bargaining unit member shall select payment for overtime or choose to take the overtime as compensatory time.

Compensatory time shall be limited to a maximum of sixty (60) hours of accumulated but unused compensatory times.

Any bargaining unit member requesting compensatory time shall give a seventy-two (72) hour notice prior to the date requested. This time limit may be waived by exigent circumstances.

SECTION 2. The Employer shall equally distribute overtime opportunities to the Shift Supervisors. The Shift Supervisors have the right of first refusal for overtime opportunities in that classification. Should all Shift Supervisors refuse, the full-time and part-time employees will be offered to work in compliance with their collective bargaining agreement. If all full-time and part-time employees refuse, then a Shift Supervisor will be mandated in inverse order by seniority in their classification

The Employer shall equally distribute overtime opportunities among qualified employees in each classification with the full time employees currently having right of first refusal for overtime opportunities in that classification.

In the event no one accepts an overtime assignment offered, the overtime will be assigned in inverse order of seniority within the unit, rotating upward after each ordered assignment among employees

SECTION 3. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time, unless overtime has been approved by the Employer.

SECTION 4. There shall be no pyramiding of overtime and/or premium pay. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

SECTION 5. If a bargaining unit member's days off about his/her vacation days, they shall not be subject to a mandatory call in.

SECTION 6. Employees scheduled for stand-by status shall earn a stand-by supplement of \$20.00 (twenty dollars) per day. Stand-by schedule shall be implemented through labor management agreement. Included in scheduling for stand-by will be both full and part time bargaining unit employees.

ARTICLE 19
REPORT IN AND CALL-IN WORK

SECTION 1. Any bargaining unit employee who accepts an authorized request to work during hours outside his regularly scheduled time, shall be paid in the following manner after reporting to his regular work assignment:

- A. Any bargaining unit employee called, while at home, and required to begin work any time more than one (1) hour prior to his regularly scheduled shift, shall be guaranteed a minimum of two (2) hours pay at one and one half times his/her rate of pay for such work in addition to his regularly scheduled shift pay.
- B. A bargaining unit employee requested to begin work anytime within one (1) hour immediately preceding the start of his regular shift, shall be paid at the appropriate rate of pay only for the time actually worked.
- C. When a bargaining unit member is called back to work he shall be paid a minimum of two (2) hours at the appropriate rate of pay (i.e. overtime rate of pay). This provision shall apply to bargaining unit members called in for off-duty court appearances and to departmental meetings. This minimum call-in guarantee shall be paid at one and one-half (1½) times the member's regular rate of pay when the member is thereby placed in overtime status. All report-in and call-in work, which is in addition to the employee's regular schedule, must have prior authorization of the Director or his designee.

FULL-TIME/PART-TIME

ARTICLE 20
TRAINING

SECTION 1. Each employee may request training. Said training or schooling is not to be mandatory, but left to the discretion of the Director. All training and schooling will be scheduled in accordance with the needs of the Director and rotated among the full-time and part-time employees, by seniority. All training and schooling shall be posted thirty (30) days in advance.

SECTION 2. Any training that is mandated by the State, Federal, or the County shall be attended as time worked. If the employee works more than forty (40) hours in a work week by attending mandatory training, overtime shall apply. The Employer may adjust the employee's schedule for training purposes only.

SECTION 3. Any mandated training that requires driving outside of the County, the County shall provide a vehicle to use to and from the training, or if the employee uses his/her personal vehicle, they shall be compensated in accordance with the County policy and any additional cost to the employee. (i.e. food, parking and or lodging) Receipts shall be required.

ARTICLE 21
VACATIONS

SECTION 1. All full-time employees shall earn vacation leave with pay as follows:

<u>Length of Service</u>	<u># of Weeks</u>	<u>Hourly Equivalent</u>
Less than 1 (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to ten (10) years	3	120
Eleven (11) to fifteen (15) years	4	160
Sixteen (16) years to twenty (20) years	5	200

Such vacation leave shall be accrued to employees at the following rates:

<u>Vacation Accrued</u>	<u>Per Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Vacation leave shall accrue at the above rates of appropriate hours each bi-weekly pay period.

SECTION 2. Each employee entitled to vacation will schedule at least one week of vacation on consecutive days. One week shall consist of a minimum of 36 (thirty-six) hours or 44 (forty-four) hours, according to their assigned work schedule. Upon scheduling of at least one (1) week, the balance of any vacation may be taken in increments of one (1) day. An employee shall have the right to take vacations according to his seniority, and in accordance with the selection procedure of Sections 3 and 4 of this Article.

SECTION 3. An employee requesting a one (1) day non-scheduled vacation, must submit his request and receive approval by the Director or his designee at least three (3) work days prior to commencement of such leave. Any request of a vacation of more than one (1) day must be submitted and approved five (5) workdays prior to the commencement of such leave. Time limits may be waived under exigent circumstances by the Director or his designee.

SECTION 4. The order of the members selecting a vacation shall be by seniority full-time employees have first choice. In order to be granted preference by seniority hereunder, requested vacation time must be submitted to the Director or his designee in writing no sooner than January 1st (first) or later than March 1st (first) of each year. Vacation requests and/or changes submitted after March 1st (first) shall be scheduled on a first come, first served basis. Vacation leave will only be authorized for one (1) employee per shift and no more that two (2) for the agency.

SECTION 5. The Employee may accumulate vacation from year to year, not to exceed three (3) years accrual rate.

SECTION 6. Employees on vacation may be recalled to duty only for true emergency situations. Any losses suffered by the employee, verified by receipts, shall be reimbursed by the Employer.

SECTION 7. Holidays enumerated in this Agreement shall not be charged to an employee's vacation leave.

SECTION 8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at his current rate of pay for all accrued and unused vacation leave to his credit at the time of separation up to the three (3) years maximum accumulation. In case of death of an employee, such unused vacation leave shall be paid to his estate or to a designated beneficiary.

ARTICLE 22
HOLIDAYS

SECTION 1. All full-time employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- General Election Day 4 hours

The bargaining unit employee shall also be entitled to any day declared by the Governor of the State, or the President of the United States as a holiday.

SECTION 2. An employee required to work on any of the holidays listed in Section 1 above, shall be entitled to pay for such time worked at one and one-half (1½) times his regular base rate of pay.

SECTION 3. Employees reporting off sick on a scheduled duty day, which is a holiday, shall be charged eight (8) hours sick leave in lieu of holiday pay.

SECTION 4. To receive holiday pay, an employee must work his scheduled day after the holiday.

SECTION 5. A part-time employee required to work on a holiday shall be paid eight (8) hours for said holiday plus time and one-half his/her regular base rate of pay for all hours worked.

FULL-TIME/PART-TIME

ARTICLE 23
HEALTH AND SAFETY

SECTION 1. The Employer agrees to maintain, in safe working condition, all facilities, and equipment furnished by the Employer to carry out the duties of each bargaining unit position.

SECTION 2. Adequate first-aid equipment will be provided.

FULL-TIME/PART-TIME

ARTICLE 24
UNIFORM ALLOWANCE

SECTION 1. If uniforms are required they will be worn in accordance with Section 201, Uniform Dress Code of the Standing Operating Procedures.

FULL-TIME/PART-TIME

ARTICLE 25
PROFESSIONAL LIABILITY INSURANCE

SECTION 1. The Employer shall continue to provide professional liability insurance in amounts, which meet or exceed the amount being provided at the time this contract is executed (which consists of \$500,000.00 per person and \$500,000.00 per incident).

FULL-TIME

ARTICLE 26
HOSPITALIZATION AND MAJOR MEDICAL

SECTION 1. The Employer agrees to maintain any medical insurance programs implemented by the County Commissioners each medical program contract year during the life of this Agreement.

SECTION 2. The Employer agrees to provide any new insurance programs that the Commissioners add during the life of the contract. In addition, any increases in current benefits implemented by the Board of Belmont County Commissioners will automatically apply in the term of this Agreement.

SECTION 3. All employees shall pay, through payroll deduction, twelve (12%) percent of their insurance premiums during the life of this Agreement, not to exceed a maximum of ninety-five dollars (\$95.00) per month the first year of the contract, one hundred dollars (\$100.00) per month the second year of the contract and one hundred and five dollars (\$105.00) per month the third year of the contract.

SECTION 4. Belmont County provides all eligible full-time employees under the age of 65, life insurance protection of \$15,000.00. Also, accidental death and dismemberment (AD&D) coverage of \$15,000.00 is provided. Benefits reduce at age 67 to \$10,500.00 and reduce again at age 70 to \$7,500.00.

SECTION 5. An employee may opt to waive the insurance coverage provided by the County. An employee will be paid in accordance with the Belmont County Personalized Employee Plan. Each employee who waives hospitalization will receive \$750.00 annually to be paid quarterly. The employee shall be required to provide a proof of Insurance (hospitalization) to the Employer before the opt out benefit is agreed to.

ARTICLE 27
WAGES

SECTION 1.
Effective January 1, 2005

	Supervisors	Dispatcher 1 0 to 1 year	Dispatcher 2 Completion of 1 year
Hourly	\$12.74	\$11.67	\$12.02
Bi-Weekly	\$1,019.29	\$933.60	\$961.61
Annual	\$26,501.48	\$24,274.00	\$25,002.00
Effective January 1, 2006			
Hourly	\$13.12	\$12.02	\$12.38
Bi-Weekly	\$1,050.00	\$961.61	\$990.46
Annual	\$27,296.53	\$25,002.00	\$25,751.00
Effective January 1, 2007			
Hourly	\$13.52	\$12.38	\$12.75
Bi-Weekly	\$1,081.36	\$990.46	\$1,020.00
Annual	\$28,115.42	\$25,751.00	\$26,250.00

Dispatcher 1 shall move to the Dispatcher 2's pay scale on the completion of one year based on his/her hiring date as a full-time dispatcher.

SECTION 2. Any dispatcher working as a supervisor shall receive the supervisor's rate of pay for all hours worked as a supervisor.

SECTION 3. All full-time bargaining unit members shall receive a longevity pay in the month of December each year of this Agreement as follows:

5 completed years of service	\$300
10 completed years of service	\$500

FULL-TIME/PART-TIME

ARTICLE 28

SEVERABILITY

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the F.O.P. OHIO LABOR COUNCIL will meet promptly for the purpose of negotiating a mutually satisfactory provision on the same subject matter according to the provisions of O.R.C. Chapter 4117.

FULL-TIME/PART-TIME

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

SECTION 1. In case of a publicly declared emergency, defined as Acts of God or civil disorder, declared by the President of the United States, the Governor of the State of Ohio, the Belmont County 911 or the Federal or State Legislature, the following conditions of this Agreement may be suspended by the Employer until the emergency is over:

- A. Time limits for the processing of grievances, and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

FULL-TIME/PART-TIME

ARTICLE 30
NO STRIKE/NO LOCKOUT

SECTION 1. The F.O.P. OHIO LABOR COUNCIL agrees to the essential nature of service provided by its members in protecting the public's health and safety. In recognition of this fact, the F.O.P. OHIO LABOR COUNCIL agrees that there shall be no work interruptions, slowdowns, strikes or sympathy strikes at any time. In the event of unauthorized interruptions, the F.O.P. OHIO LABOR COUNCIL agrees that it shall join the Employer in requiring its members to return to work immediately.

SECTION 2. The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement.

SECTION 3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any authorized or unlawful strike.

FULL-TIME/PART-TIME

ARTICLE 31
COPIES OF AGREEMENT

SECTION 1. The F.O.P. OHIO LABOR COUNCIL will provide copies of this Agreement to each member of the bargaining unit.

FULL-TIME/PART-TIME

ARTICLE 32
PAST PRACTICE

Any past benefit or practice that has been continuous, known, and sanctioned by the Employer, but not incorporated into this Agreement, that affects wages, hours, terms or conditions of employment, shall not be altered until and unless good faith negotiations between the Employer and the F.O.P. OHIO LABOR COUNCIL take place and said alteration is put in writing and signed by the parties.

FULL-TIME/PART-TIME

ARTICLE 33
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

SECTION 1. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit as described in this Agreement. The applicability of Civil Service shall be governed by the Ohio Revised Code.

FULL-TIME/PART-TIME

**ARTICLE 34
DRUG/ALCOHOL TESTING**

SECTION 1. Drug/Alcohol testing may be conducted on employee's post-incident or reasonable suspicion.

A bargaining unit employee may, of his own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test, if he is involved in an on-duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

SECTION 2. All drug-screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test. The procedures utilized by the Director and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

SECTION 3.

- A. The results of the testing shall be delivered to the Director and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.
- B. The Director may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Director may discipline the employee. The use of illicit substances, on or off-duty, will ordinarily result in termination. The improper use of prescription drugs and/or alcohol may result in a lesser discipline, depending upon the relevant circumstances. Such discipline must be uniform in its application.

SECTION 4.

- A. If a drug-screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
- B. In the event the second (2nd) test confirms the result of the first (1st) test; the Director may proceed with the sanctions as set forth in this Article.
- C. In the event that the second (2nd) test contradicts the result of the first (1st) test, the Director may request a third (3rd) test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Director to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of doubt and no sanctions shall be imposed.
- D. In the event that any two (2) results are positive, the employee is entitled to have the sample in the third (3rd) container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

SECTION 5 A list of two (2) testing laboratories shall be maintained by the Director. These laboratories shall conduct any testing directed by the Director.

SECTION 6 If the testing required above has produced a positive result, the Director may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal leave days for the period of the rehabilitation or detoxification program. If no such leave credits are available; the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to his former position. Such employee may be subject to periodic re-testing upon his return to his position for a period of one (1) year from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) days.

SECTION 7 If the employee refuses to undergo rehabilitation or detoxification, or if he tests positive during a re-testing within one (1) year after his return to work from such a program, the employee shall be subject to disciplinary action up to and including termination of his employment.

SECTION 8 Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

SECTION 9 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with and subject to state and federal law.

**ARTICLE 35
DURATION OF AGREEMENT FULL-TIME/PART-TIME**

SECTION 1.

- A. This Agreement shall be effective as of January 1, 2005 and shall remain in full force and effect until December 31, 2007 unless otherwise terminated as provided herein.
- B. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the F.O.P. OHIO LABOR COUNCIL and all prior Agreements, either oral or written, are hereby canceled.
- C. The parties agree that any amendments or additions to this Agreement take mutual agreement and must be reduced to writing.

**MEMORANDUM OF UNDERSTANDING BETWEEN MANAGEMENT AND F.O.P.
REGARDING JOB DUTIES OF 911 DISPATCHERS**

The Belmont County 911 dispatchers are expected to perform their assigned job duties which are directly related to their positions as dispatchers. Other duties which are not directly related (i.e., snow removal, custodial tasks, and other work regarding the general up keep of the facility) are tasks which the dispatchers will not be expected to perform in the future.

The dispatchers will be expected to continue to maintain their own personal work area and take care of their own personal items such as dirty dishes and other eating utensils.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this 23rd day of March, 2005.

FOR THE EMPLOYER

Cliff Sligar /s/
Cliff Sligar, Belmont County 911 Director
BELMONT COUNTY COMMISSIONERS

FOR THE UNION

Pat Daugherty /s/
Pat Daugherty, Senior Staff Representative
UNION REPRESENTATIVES

Mark A. Thomas, President
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr, Vice-President
Gordie W. Longshaw /s/
Gordie W. Longshaw
Michael W. Kinter /s/
Michael W. Kinter, Chief Negotiator
Approved as to form:
Chris Berhalter /s/
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING
COMMUNICATIONS SYSTEM AGREEMENT WITH
MOTOROLA, INC. ON BEHALF OF BELMONT COUNTY 9-1-1
RE: UPDATE OF BELMONT COUNTY 800 MHZ RADIO SYSTEM**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the Communication System Agreement between Motorola, Inc. Glen Rock, New Jersey, on behalf of the Belmont County 9-1-1, based upon the recommendation of Belmont County 9-1-1 Board and Cliff Sligar, Director, Belmont County 9-1-1. Motorola will provide, ship, install and test the system in the updating of the Belmont County 800 Mhz radio system at a total cost of \$258,539.00. The Software System Agreement includes Z Release Upgrade and associated options. *Note: The funding for this project will be from the 9-1-1 Fund (not general fund monies)*

Upon roll call the vote was as follows:

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

DISCUSSION HELD

Cliff Sligar, Director, Belmont County 9-1-1 said, "This will bring our system up through 2012. It will update all of our digital system, which is law enforcement. We have been appropriated monies through Homeland Securities as part of this to bring the software up, which is in the works now. Also, just a recent Homeland Security funding meeting, they have authorized to go into encryption for law enforcement, which codes the law enforcement and will come out of that fund there, the E9-1-1 Fund."

**IN THE MATTER OF APPROVING
PAY REQUISITION NO. 14 FOR THE
LAMIRA/LOOMIS WATERLINE EXTENSION PROJECT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign Payment Requisition # 14 for the Belmont County Sanitary Sewer District Lamira/Loomis Waterline Extension Project, Contract 2003-1C (Water Tank), in the total amount of \$83,573.60 based upon the recommendation of Keith Bennett, Hammontree and Associates, LTD, Project Engineer, and David Grum, Project Consultant. Payment to be made as follows:

❖ Chicago Bridge and Iron Company	\$77,054.60
❖ Hammontree and Associates, LTD	\$ 6,519.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
PAY REQUISITION FROM HAMMONTREE & ASSOCIATES, LTD.
FOR THE MT. VICTORY WATERLINE EXTENSION PROJECT/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the Payment Requisition for the Belmont County Sanitary Sewer District Mt. Victory Road Waterline Extension Project in the total amount of \$9,970.00, for Hammontree and Associates, LTD, for professional design services for the months of December and January based upon the recommendation of Keith Bennett, Hammontree and Associates, LTD, Project Engineer, and David Grum, Project Consultant.

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 FURNISHING VARIOUS TYPES OF
BITUMINOUS ASPHALT FOR THE
BELMONT COUNTY ENGINEER'S DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to award the bid for furnishing the Belmont County Engineer's Department with "Various Types of Bituminous Asphalt" to all three bidders: Shelly and Sands, Inc. (Morristown Plant); Lash Excavating and Paving (Martins Ferry Plant) and Wilson Blacktop Corporation (Martins Ferry Plant), based upon the recommendation of Fred Bennett, Belmont County Engineer.

NOTE: When purchasing bituminous materials for maintenance work, the Belmont County Engineer will consider location of plant with respect to work area, price and availability of material.

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 PROJECT 05-3
BEL-54-1.80 SLIP REPAIR (CR 54 PIPE CREEK)/
BELMONT COUNTY ENGINEER'S DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to advertise for bids for furnishing all labor materials and equipment to complete the project known as 05-3 BEL-54-1.80 Slip Repair as requested by Fred Bennett, Belmont County Engineer, and hereby authorize the Clerk of the Board to establish the date and time of said bid opening and proceed with the required Notice to Bidders.

Note: This project is for the repair of County Highway 54 Pipe Creek Road and will be funded by FEMA, OEMA and MVGT. This is to repair damage caused by Disaster 1507 (January 2004)

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, April 13, 2005** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer Department Project 05-3 BEL-54-1.80 Slip Repair (CR 54 Pipe Creek), 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—

March 23, 2005

• 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: 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 award a contract to that bidder which is in the best interest of the County.

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

No bidder may withdraw his bid within 60 days after the actual date of the bid opening.

By order of the Board of Commissioners

Of Belmont County, Ohio

Darlene Pempek /s/

Darlene Pempek, Clerk of the Board

Upon roll call the vote was as follows:

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

Times Leader Advertisement: Two (2) Mondays: March 28 and April 4, 2005

**IN THE MATTER OF APPROVING RENEWAL OF
IV-D SERVICE CONTRACT WITH BELMONT COUNTY
CLERK OF COURTS ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign the renewal IV-D Service Contract with the Belmont County Clerk of Courts on behalf of the Belmont County Department of Job and Family Services Child Support Enforcement Agency, for filing and maintaining court judgment entries and records for CSEA. Total contract amount is \$54,304.64 based on 832 units at a rate of \$65.27 per eligible judgment entry.

66% Federal Share	\$35,841.06
34% Local Share	\$18,463.58

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 Clerk of Courts (hereinafter referred to as "Contractor") for the purchase of services on the 1st day of February, 2005.

This contract will be effective from the 1st day of February, 2005, through the 31st day of January, 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:

1. 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.

2. 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.

3. 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.

4. 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.

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

A judgment entry in a IV-D eligible domestic relations case that sets a UIFSA or administrative modification appeal case for hearing or summarizes the results of any IV-D eligible domestic relations case with or without a hearing. It is for 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.

6. Contract Unit Cost and Billing Requirements

A. Governmental Contracts

1. 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 \$65.27 per judgment entry..

2. Total Budgeted Contract Cost: The total budgeted cost of this contract is calculated by multiplying the Unit Rate (65.27) as determined by the calculations on the JFS 07020 by the number of Units of Service (832) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of \$54,304.64.

3. 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.

B. Non-governmental Contracts

1. 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.

2. 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>

3. 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.

7. 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.

8. 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.

A. 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%)	18,463.58	county
Federal Matching Funds (66%)	35,841.06	
Total Contract Price	54,304.64	

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.

9. Contract Performance Standards

A. Federally Mandated Performance Standards

1. Location Performance Standards

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

2. Establishment of Support Performance Standards

- a. 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.
- b. 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.
- c. 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.

3. Establishment of Paternity Performance Standards

- a. 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.

4. Enforcement of Support Performance Standards

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

5. Interstate Case Performance Standards

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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).
- g. 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.
- h. 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.

6. Review and Adjustment Performance Standards

- a. 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.

7. Requirements for Cooperative Arrangements

- a. 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.

B. 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. Serve notices for hearings after setting CSEA motions on the court docket.
- B. File judgment entries.
- C. Provide CSEA with copies of decrees, judgment entries, and all documents that are filed in IV-D cases.
- D. Provide CSEA with copies of any court judgment entry pursuant to any IV-D case not in the CSEA's possession but necessary for the administration of court orders.
- E. Certify documents as certified copies as needed.
- F. Submit billing invoices within 15 days of the month following the last day of the previous month in which services were rendered.
- G. Maintain a line of communication with the CSEA as to the status of any IV-D case that may be the subject of billing.
- H. Secure and forward IV-D applications to the CSEA.

10. **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.

11. **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.

12. **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 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, (HIPPA) ; 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 8:30 A.M. and 4:30 P.M. on the following days (Monday through Friday) with the exception of holidays as listed herein: Holidays as determined by the Belmont County Commissioners and individual officeholders.

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>3/14/05</u>
Authorized CSEA Representative's Signature	Date
Dwayne Pielech, Director	Belmont
Names of CSEA Representative	Name of County
<u>Randy L. Marple /s/</u>	<u>3/15/05</u>
Authorized Contractor Representative's signature	Date
Randy Marple	
Name of Contractor Representative	
Clerk of Courts (Authorized Contractor's Title)	
101 W. Main St.- (Contractor's Street Address)	
St. Clairsville, OH 43950	
Contractor's City, State, and Zip	
<u>Charles R. Probst, Jr. /s/</u>	<u>3/23/05</u>
County Commissioner's Signature or authorized representative of the County	Date
<u>Gordie W. Longshaw /s/</u>	<u>3/23/05</u>
County Commissioner's Signature	Date
_____ County Commissioner's Signature	Date
<u>Chris Berhalter /s/</u>	<u>3/9/05</u>
Prosecutor's Signature, if required by County Commissioners	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT
TO IV-D SERVICE CONTRACT WITH BELMONT COUNTY
COMMON PLEAS COURT MAGISTRATE ON BEHALF OF BCDJFS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to amend the IV-D contract with the Belmont County Common Pleas Court Magistrate on behalf of the Belmont County Department of Job and Family Services. The new contract amount is \$132,316.67 based on 805.63 units/ hours at a rate of \$164.24.

66% Federal Share	\$87,329.00
34% Local Share	\$44,987.67

Note: The original contract was calculated using "Total Hours Worked" by Magistrate Paleudis that included weekends and vacation. The State DJFS did not approve the original contract submitted because federal rules do not allow the inclusion of weekend and vacation hour so the revision was necessary.

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 Common Pleas Court Magistrate(hereinafter referred to as "Contractor") for the purchase of services on the 3rd day of January, 2005.

This contract will be effective from the **22nd** day of **January**, 2005, through the 21st day of January, 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:
One hour of Magistrate's service on eligible IV-D cases. CSEA will purchase both CSEA and non-CSEA initiated services.
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**

A. 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 **\$164.24 per hour**.
- Total Budgeted Contract Cost:** The total budgeted cost of this contract is calculated by multiplying the Unit Rate (**164.24**) as determined by the calculations on the JFS 07020 by the number of Units of Service (**805.63**) which have been budgeted for purchase during the contract period for a total budgeted Contract Cost of **\$132,316.67**.
- 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.

B. 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.

7. 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.

8. 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.

A. 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%)	44,987.67	county
Federal Matching Funds (66%)	87,329.00	
Total Contract Price	132,316.67	

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.

9. Contract Performance Standards

B. Federally Mandated Performance Standards

1. Location Performance Standards

- 45 CFR 303.3(b)(3) Within no more that 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..**

- c. 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.

2. Establishment of Support Performance Standards

a. 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.

b. 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.

c. 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.

3. Establishment of Paternity Performance Standards

a. 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.

4. Enforcement of Support Performance Standards

a. 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.

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

5. Interstate Case Performance Standards

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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).

g. 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.

h. 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.

6. Review and Adjustment Performance Standards

a. 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.

7. Requirements for Cooperative Arrangements

a. 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.

B. 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. For any other IV-D eligible cases, the SETS number will be provided if it is available.

B. Contractor will submit billing invoices within 5 days of the month following the last day of the previous month in which services were provided.

C. Contractor will complete time sheets.

10. 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.

11. 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.

12. 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 the action are resolved or until the end of the three year period, whichever is later.

13. 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.

14. 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.

15. 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, (HIPPA) ; 42 U.S.C. § 1320d through 1320d-8 and implementing regulations at 45 CFR 164.502(e) and 45 CFR 164.504(e)

16. 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.

17. 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.

18. 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.

19. Indemnity and Insurance (when applicable):

A. 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.

B. 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.

20. 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.

21. 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: **See attached listing**

22. 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.

23. 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:

MJK
Initials of CSEA authorized representative
jls
Initials of court authorized representative

24. Termination

A. 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.

B. 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.

C. 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.

D. 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

E. 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.

F. 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.

G. 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.

Dwayne Pielech /s/ 3/10/05
Authorized CSEA Representative's Signature Date
Dwayne Pielech, Director Belmont
Names of CSEA Representative Name of County

Jennifer Sargus /s/ 3/11/05
Authorized Contractor Representative's signature Date
Jennifer Sargus

Name of Contractor Representative

Administrative Judge

Authorized Contractor's Title

101 W. Main St.

Contractor's Street Address

St. Clairsville, OH 43950

Contractor's City, State, and Zip

Charles R. Probst, Jr. /s/ 3/23/05
County Commissioner's Signature or authorized representative of the County Date

Gordie W. Longshaw /s/ 3/23/05
County Commissioner's Signature Date

County Commissioner's Signature Date
Chris Berhalter /s/ 3/10/05

Prosecutor's Signature, if required by County Commissioners Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT COUNTY TOURISM COUNCIL BOARD

Motion made by Mr. Probst, seconded by Mr. Longshaw to reappoint the following two individuals to a five year term on the Belmont County Tourism Council Board, based upon the recommendation of the Tourism Council and Eugene Householder, Executive Director, Belmont County Tourism Council.

Bud Fry Expiration of new term March 21, 2010

George Diab Expiration of new term April 27, 2010

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 LARRY SIEBIEDA, AIA FOR ENGINEERING DESIGN SERVICES
FOR POLE BARN/BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a *Standard Form of Agreement Between Owner and Architect for a Small Project* with Larry A. Siebieda, AIA, Bellaire, Ohio, on behalf of the Belmont County Sanitary Sewer District for professional services to be provided for the engineering design of a new 40' x 90' sq. ft. pole building, slab on grade with toilet room, heated service area, and garage bay for the department. Payment for services will be 7 ½ % of the total construction cost. (construction estimated at \$225,000.00)

**Standard Form of Agreement
Between Owner and Architect
For a Small Project
1993 SMALL PROJECTS EDITION**

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, when a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in the Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This Agreement is made: March 14, 2005
Between the Owner: Belmont County Commissioners
101 W. Main St.
St. Clairsville, OH 43950

And the Architect: Larry A. Siebieda, AIA
3201 Belmont St. Suite 709
Bellaire, OH

For the following Project: A new 40' X 94' sq. ft. pole building, Slab on grade w/ toilet room, heated service area and garage bay for the Belmont County Sanitary Sewer District

The Owner and Architect agree as follows:

**ARTICLE I
ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the project, including normal structural, mechanic and electrical design services. Services shall be performed in a manner consistent with professional skill and care.

- 1.1 During the Design Phase, the Architect shall perform the following tasks:
 - .1 describe the project requirements for the Owner's approval;
 - .2 develop a design solution based on the approved project requirements;
 - .3 upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project;
 - .4 assist the Owner in filing documents required for the approval of governmental authorities; and
 - .5 assist the Owner in obtaining proposals and award contracts for construction.
- 1.2 During the Construction Phase, the architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in this Agreement and in AIA Document A205, General Conditions of the Contract for Construction of a Small Project. Unless otherwise agreed, the Architect's services during construction include visiting the site, reviewing and certifying payments, reviewing the Contractor's submittals, rejecting nonconforming Work, and interpreting the Contract Documents.

**ARTICLE 2
OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, accounting and insurance counseling services.

**ARTICLE 3
USE OF ARCHITECT'S DOCUMENTS**

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

**ARTICLE 4
TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

- 5.1 This Agreement shall be governed by the law of the location of the project.
- 5.2 Terms in this Agreement shall have the same meaning as those in AIA Documents A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.
- 5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

**ARTICLE 6
PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Owner shall compensate the Architect as follows.

- 6.1 The Architect's Compensation shall be:
 - (7 ½ %) Seven and one half percent of total construction cost
 - Cost breakdown:

Schematic and preliminary drawings	30%
Construction documents	50%
Bidding phase	5%
Construction observation	<u>15%</u>
	100%

of which an initial payment retainer of _____ dollars (\$) shall be paid upon execution of this Agreement and shall be credited to the final payment.

6.2 The Architect shall be reimbursed for expenses incurred in the interest of this project, plus an administrative fee of (List reimbursable items) percent (____ %).

- Reproduction of documents
- Travel & time expense
- Long distance telephone charges

6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within (One) months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.

6.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid (30) days after invoice date shall bear interest from the date payment is due at the rate of (____), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision.)

6.5 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed.

**ARTICLE 7
OTHER PROVISIONS**

(Insert description of other services and modifications to the terms of this Agreement.)

Owner will provide a flat prepared site with utilities 5'-0" outside the building line, including access road. The owner will also provide that site information to the architect so it can be incorporated on the design documents.

It is recommended that a soil investigation be done for the site to verify soil and bearing conditions. If not, the design soil bearing will be based on 2000 PSF.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.
Belmont County Commissioners
Belmont County Courthouse, 101 W. Main St.
St. Clairsville, OH 43950

ARCHITECT
Larry A. Siebieda /s/
Larry A. Siebieda, Architect
3201 Belmont St., Suite 709
Bellaire, OH 43906

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE TAX
INCENTIVE REVIEW COUNCIL RECOMMENDATIONS**

Motion made by Mr. Probst, seconded by Mr. Longshaw adopting the following Resolution.

RESOLUTION

WHEREAS, the Tax Incentive Board Review Council met this 16th day of March, 2005 in the office of the Belmont County Auditor to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio, and;

WHEREAS, The Tax Incentive Board Review Council at this annual meeting determined that the current three abatements in Belmont County are in full compliance of all covenants issued to them, and;

WHEREAS, The Council's recommendation to the Board of County Commissioners is that the following three entities be approved for a continuation of the abatement for the tax year 2006:

Ohio Coatings Company

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF BELMONT COUNTY COMMISSIONERS, that the Board does hereby approve the recommendation of the Tax Incentive Board Review Council as hereto referenced.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS TO THE
BELMONT COUNTY APPEALS BOARD**

Motion made by Mr. Probst, seconded by Mr. Longshaw to appoint the following individuals to the Belmont County Appeals Board to serve (2) two year terms commencing March 23, 2005 after which time they shall be reappointed or replaced by the Board:

- Don Pickenpaugh, G.I.S. Director
- Mike Green, Green and Associates, St. Clairsville, Ohio
- Rich Theaker, Belmont Soil and Water Conservation District

Note: The Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of the Flood Plain Regulations.

Upon roll call the vote was as follows:

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

DISCUSSION HELD

Commissioner Probst said, "When Mickey (Wallace) goes out and enforces the Floodplain Regulations, if someone disagrees with his actions- not with his actions, his recommendations, as an example how high to elevate or whatever, whoever is contesting this can appeal to this Board." Commissioner Longshaw said, "Sometimes it deals with a private individuals to determine if they are elevated high enough for flood insurance. Sometimes it is just the fact that they don't want to build it as high as what maybe it is required to. They have a right to appeal it."

IN THE MATTER OF SIGMON TRAIL	[Belmont Co. Commissioners
(PRIVATE)	[Courthouse
RICHLAND TOWNSHIP SEC 35, T6, R3	[St. Clairsville, Ohio 43950
	[Date <u>March 23, 2005</u>

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Sigmon Trail (Private) Richland Township, Section 35, T6, R3, in accordance with Ohio Revised Code Section 711.05 and to proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Cindi Henry, Clerk, Richland Township Trustees, 118 Overbaugh Ave., St. Clairsville, OH 43950

You are hereby notified that the 6th day of April, 2005, at 11:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Darlene Pempek /s/
Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
 Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF RESOLUTION DECLARING
AN EMERGENCY SITUATION RE: PARK HEALTH CENTER
RESOLUTION**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adopt the following Resolution.

WHEREAS, Ohio Revised Code Section 307.86(A)(2) empowers the Belmont County Commissioners to exempt from competitive bidding when a situation arises that is determined to be a real and present emergency; and

WHEREAS, the Belmont County Commissioners have deliberated over the present situation regarding the two rooftop HVAC units at Park Health Center and the necessary repairs that require immediate attention, and;

WHEREAS, the Belmont County Commissioners do hereby determine that a real and present emergency exists, due to the loss of the heating, ventilation and cooling system, and the resulting unsafe conditions to the residents and staff of the facility, and;

NOW THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby declare the situation regarding the loss of the HVAC units at Park Health Center have been determined to be a real and present emergency and authorize Park Health Center Administrator, Lynn Arritt to advance with the necessary replacement of said HVAC units.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING
PROPOSAL FOR THE REPLACEMENT OF
ROOFTOP HVAC UNIT FOR PARK HEALTH CENTER**

Motion made by Mr. Probst, seconded by Mr. Longshaw authorizing Lynn Arritt, Park Health Center Administrator, to accept the lowest and best proposal that provides and meets specifications for the work needing performed to replace rooftop HVAC units at the Park Health Center facility, based upon the recommendation of Virgil Markovich, Maintenance Superintendent for Park Health Center. Four proposals were obtained.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND CERTIFYING
QUARTERLY FINANCIAL REPORT FORM FOR
GENDER SPECIFIC GRANT/BEL-HARRISON JUVENILE DISTRICT**

Motion made by Mr. Longshaw, seconded by Mr. Probst authorizing Commission Vice-President Charles R. Probst, Jr. to sign and certify the ODYS Quarterly Financial Report Form for the Belmont Harrison Juvenile District Gender Specific Program, Subgrant No. 2002-JJ-GS1-0011D, Report Period Ending: 2/28/05, Payment Request: \$7,891.22.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 2, 2005 and March 9, 2005

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF BORDER ALLEY/
POLLOCK'S FIRST ADD'N TO LAFFERTY
UNION TOWNSHIP, SEC 6, T-8, R-5/RD IMP 1089**

**Office of County Commissioners
Belmont County, Ohio**

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 23RD day of February 2005, at the office of the Commissioners with the following members present:

Mr. Probst
Mr. Longshaw

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5553.10 R.C

Mr. Probst moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of March 9, 2005, and a copy of this resolution be forwarded to the Union Township Trustees.

Mr. Longshaw seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Probst _____, Yes
Mr. Longshaw _____, Yes

Adopted the 23rd day of March, 2005.

Darlene Pempek /s/ _____
Clerk, Board of County Commissioners
Belmont County, Ohio

**IN THE MATTER OF THE VACATION
OF A PORTION OF PEASE TWP. RD. 472/
(SHORT CREEK) PEASE SEC 33, T4, R2/RD IMP 1091**

**Office of County Commissioners
Belmont County, Ohio**

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 23RD day of February 2005, at the office of the Commissioners with the following members present:

Mr. Probst
Mr. Longshaw

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5553.10 R.C

Mr. Probst moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of March 23, 2005, and a copy of this resolution be forwarded to the Pease Township Trustees.

Mr. Longshaw seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Probst _____, Yes
Mr. Longshaw _____, Yes

Adopted the 23rd day of March, 2005.

Darlene Pempek /s/ _____
Clerk, Board of County Commissioners
Belmont County, Ohio

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 5:12 P.M.**

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 5:12 P.M.
Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of March 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