

St. Clairsville, Ohio

September 6, 2006

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Gordie W. Longshaw and Mark A. Thomas, Commissioners and Jayne Long, Assistant Clerk of the Board. Minutes of the meeting of August 28, 2006, were read, approved and signed.

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ALLTEL	Wireless-Sheriff Dept./General Fund	852.76
AT&T	July utilities-Juvenile Court/General Fund	259.09
AT&T (SBC)	Misc. phone services/General Fund	6,980.25
Belmont and Crystal Springs	Water-Eastern Court/General Fund	46.86
CDW-G Inc.	Window server-GIS Projects/General Fund	820.35
Elan Financial Services	Misc. travel expenses- Commissioners/General Fund	264.27
Judge J. Mark Costine	Reimburse expenses-Juvenile Court/General Fund	115.13
Lucinda J. Maupin and 2 staff members	Travel expenses-Veterans/General Fund	1,114.30
McGhee & Co.	Supplies-Western Court/General Fund	193.49
Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	668.00
C-Crystal Springs	Water-Probate Court/Indigent Guardianship Fund	101.75
DRD Consulting	Supplies-Probate Court/Indigent Guardianship Fund	\$1,030.00
K-Elan Financial Services	Visa Card-Engineer/Engineer's MVGT Fund	213.15
Staples Credit Plan	Supplies-Engineer/Engineer's MVGT Fund	175.94
Lash Excavating & Paving	Project 06-4/Engineer's MVGT Fund	40,047.00
M-Staples	July supplies-Juvenile Court/Title IV-E Reimb (Random Moments) Fund	522.02
N-Allstate Construction Co.	Pay Request #5/EOC Construction Fund	49,950.00
BBR Drilling Company	Project 05-7 Slip Repair/Road & Bridge Impr. & Repair Fund	85,289.96
BBR Drilling Company	Project 06-1 Slip Repair/Road & Bridge Impr. & Repair Fund	121,874.97
CMG Architects LLP	Services 7/1/-7/31/EOC Construction Fund	2,201.68
Johnson Boiler Works, Inc.	Pay Request #6-retainage/EOC Construction Fund	5,205.69
Johnson Boiler Works, Inc.	Pay Request #5/EOC Construction Fund	1,526.40
P-American Electric Power	Misc. services/WW#1 Revenue Fund	251.83
Belmont Co. Sanitary Sewer	July Service/WWS#1 Revenue Fund	4,038.79
Belmont Equipment Sales, Inc.	Generator-Neffs-EMA/State Homeland Security Grant Fund	4,678.56
Guerrieri Enterprises	PPE & Decon.-Neffs-EMA/State Homeland Security Grant Fund	5,411.66
S-Belmont Senior Services	Sept. Operating exp./In Home Levy-Comm on Aging Fund	100,122.50
Beth Andes, MS, PCC	Contract Services/District Detention Home Fund	1,120.00
Beth Oprisch	Travel & Training/District Detention Home Fund	80.10
Cardmember Service	Travel exp./Oakview Juvenile Rehab District Fund	3,391.65
Comcast	Internet service-Sept./Western Court Computer Fund	125.00
T-Chase Bank	CDBG Funds/Commissioners CDBG Fund	38,612.00
Y-90-Allied Waste Services	Services/SSD #2 Revenue Fund	46.96
ECS	Operating/Water & Sewer District Fund	191.76
Jacobsen Fluid Products	Equipment/SSD #2 Revenue Fund	3,667.64
Software Solutions, Inc.	Services/Water & Sewer District Fund	9,570.00
Times Leader	Publication/SSD #2 Force Main Constr. Fund	383.94
Y-91-Health Assurance – HMO	September Premium/Employer's Share Holding Account	63,778.78
Health Assurance-PPO	September Premium/Employer's Share Holding Account	163,194.88
Health Plan	September Premium/Employer's Share Holding Account	147,027.11

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the Recapitulation of Vouchers dated for September 6, 2006 as follow:

FUND	AMOUNT
A-GENERAL	\$16,750.57; \$13,632.41; \$21,087.04
GENERAL-Attorney Fees	\$14,971.17
GENERAL/EMA	\$1,459.45
GENERAL-Sheriff	\$3,186.43; \$38.00; \$499.85
GENERAL/911	\$71,559.17
B-Dog and Kennel	\$1,490.67
E-911	\$811.18
H-Job & Family, CSEA	\$5,799.70
Job & Family, Public Assistance	\$3,737.56; \$1,685.61; \$2,685.00; \$1,392.75; \$8,094.29; \$897.00; \$1,755.04; \$12,490.21; \$32,901.37
Job & Family, WIA	\$10,150.25; \$39,298.48; \$6,354.58; \$70,000.00
K-Engineer's MVGT	\$1,200.00; \$38,898.53; \$1,081.69
M-Juvenile Court Placement	\$29,690.00; \$2,596.91
N-Belmont Co. Sanitary Sewer District	\$79,281.92
P-Belmont Co. Sanitary Sewer District	\$3,826.33; \$1,457.11; \$24.49; 640.87
Oakview Admn Bldg.	\$3,721.28
S-Children Services	\$24,397.93; \$760.40; \$2,823.96

District Detention Home	\$7,249.53; \$1,832.87
Juvenile Court Special Projects	\$309.00
Oakview Juvenile Residential Center	\$4,455.24
Sheriff Commissary	\$1,168.25
Sheriff CCW	\$1,776.81
Western Court Gen. Special Projects	\$125.00
T-Belmont Co. Sanitary Sewer WSGDF	\$548.96

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND/COMMON PLEAS COURT/MAGISTRATE

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer of funds within the Belmont County General Fund/Common Pleas Court/Magistrate.

FROM	TO	AMOUNT
E-0063-A002-B25.002 Salaries/Emp	E-0063-A002-B30.000 Other Exp	\$ 400.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/BOARD OF ELECTIONS

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfers within fund for the General Fund.

FROM	TO	AMOUNT
BOARD OF ELECTIONS	BOARD OF ELECTIONS	
E-0181-A003-A02.002 Salaries-Employees	E-0181-A003-A03.010 Supplies	\$ 8,270.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS#2	WWS#2	
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P28.000 Travel	150.00
WWS#3	WWS#3	
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	<u>6,000.00</u>
TOTAL		6,150.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 9, 2006.

GENERAL FUND

E-0051-A001-A28.000 Other Expenses	\$52,875.00
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(This money will be advanced and transferred to the Fox Shannon Park Fund upon completion of the Natureswork Grant)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND/MAGISTRATE

Motion made by Mr. Thomas, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

E-0063-A002-B25.002	Salaries-Employees	2,842.75
E-0063-A002-B30.000	Other Expenses	<u>622.85</u>
TOTAL		3,465.60

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE INDIGENT DRIVER ALCOHOL FUND B15**

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 January 4, 2006.

E-1651-B015-B03.011 Contract Services/Indigent Driver \$80,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE JUVENILE COURT ALTERNATIVE SCHOOL 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 September 6, 2006.

M-67-ALTERNATIVE SCHOOL

E-0400-M067-M12.074 Transfers Out \$ 6,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE W.W. S. #3 BOND FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

W.W. S. #3 BOND FUND

E-9200-O003-.O09.000 Other Expense \$ 2,723.38

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE O36 BOND RETIREMENT-COMMON PLEAS COMPUTER**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

E-9214-O036-004.000 Other Expenses \$311.06

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE W.W. S. #2 REVENUE FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

W.W. S. #2 REVENUE FUND

E-3701-P003-P19.012 Equipment \$ 24,912.42

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHABILITATION S030 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 September 6, 2006.

OAKVIEW JUVENILE REHABILITATION S030

E-8010-S030-S54.000 Food 142.50

E-8010-S030-S58.000 Communications 0.84

TOTAL 143.34

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

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

E-0910-S033-S33.002	Salaries	47,612.31
E-0910-S033-S34.010	Supplies	4,000.00
E-0910-S033-S39.000	Food Service Expenses	5,000.00
E-0910-S033-S38.011	Contract Services	8,000.00
E-0910-S033-S40.000	Medical	750.00
E-0910-S033-S43.000	Travel & Training	600.00
E-0910-S033-S44.003	PERS/STRS	10,000.00
E-0910-S033-S47.006	Hospitalization	5,000.00
E-0910-S033-S50.005	Medicare	3,000.00
E-0910-S033-S60.010	Supplies/GS	2,000.00
E-0910-S033-S61.000	Food Service Exp/GS	2,500.00
E-0910-S033-S65.011	Contract Services/GS	4,000.00
E-0910-S033-S67.000	Travel & Training/GS	1,000.00
E-0910-S033-S70.000	Contingency Fund/GS	300.00
TOTAL		93,762.31

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BEL-HARRISON JUVENILE DISTRICT
DETENTION HOME-JUVENILE ACCOUNTABILITY BLOCK GRANT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

**Bel-Harrison Juvenile District
Juvenile Accountability Block Grant**

E-0914-S035-S02.012	Equipment-2005	\$ 17,578.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S039 OHIO VALLEY RECYCLING**

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

S039 OHIO VALLEY RECYCLING

E-0820-S039-V02.002	Salaries	9,000.00
E-0820-S039-V05.011	Contract Services	3,000.00
E-0820-S039-V07.000	Travel	1,500.00
E-0820-S039-V10.003	PERS	500.00
E-0820-S039-V15.006	Hospitalization	1,000.00
TOTAL		15,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

**Belmont County Prosecutor's Office
Victim-Witness Assistance Program Fund**

E-1511-W080-P11.012	Equipment	\$ 14.55 Cash
	(SVAA Grant) (RETURNED TO LINE ITEM -EQUIPMENT - FROM PURCHASE OF COMPUTER)	

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Longshaw to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 6, 2006.

Belmont County Prosecutor's Office / Victim-Witness Assistance Program Fund

E-1511-W080-P11.012	Equipment	\$ 1,544.91
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH LASH EXCAVATING & PAVING/ENGINEER ISSUE 2 PROJECT 20-2

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with Lash Excavating & Paving on behalf of the Belmont County Engineer, in the amount of \$106,869.63, for Issue 2 Project 20-2: Resurfacing in Pease and Richland Townships, based upon the recommendation of Fred Bennett, County Engineer.

Note: This is an OPWC project

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
ISSUE 2
RESURFACING NO. 20 – PROJECT 20-2
PEASE AND RICHLAND TOWNSHIPS, BELMONT COUNTY, OHIO
OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 6th day of September, 2006 between **LASH EXCAVATING & PAVING**, P.O. Box 296, Colerain, Ohio 43916 and Mark Thomas, Gordie Longshaw and Charles Probst, Commissioners of Belmont County, WITNESSETH that said **LASH EXCAVATING & PAVING** hereby agrees to furnish all services, labor, material and equipment necessary to resurface portions of various Township Roads in accordance with plans and specifications.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation, Construction and Material Specifications, 2002 edition.

APPROX. QUAN.	ITEM	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1400 GAL.	407	TACK COAT	\$1.50	\$2,100.00
234 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$110.69	\$25,901.46
310 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2	\$112.83	\$34,977.30
389 CUBIC YARDS	448	ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$112.83	\$43,890.87
	TOTAL			\$106,869.63

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH EXCAVATING & PAVING** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

LASH EXCAVATING & PAVING

Mark A. Thomas /s/

BY: David P. Lash, Jr. /s/

Gordie W. Longshaw /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH LASH EXCAVATING & PAVING/ENGINEER PROJECT 06-6

Motion made by Mr. Thomas, seconded by Mr. Longshaw to enter into contract with Lash Excavating & Paving on behalf of the Belmont County Engineer, in the amount of \$237,998.70, for Project 06-6 Resurfacing County Highway 4 (Glenns Run Rd) & County Highway 12 (Mercer Rd), based upon the recommendation of Fred Bennett, County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 06-6 RESURFACING COUNTY HIGHWAY 4 & 12
COUNTY HIGHWAY 4 (Glenns Run Road) and COUNTY HIGHWAY 12 (Mercer Road)**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 6th day of September, 2006 between **LASH EXCAVATING & PAVING**, P.O. Box 296 Colerain, OH 43916 and Gordie Longshaw, Charles Probst, Jr., and Mark Thomas, Commissioners of Belmont County, WITNESSETH that said

LASH EXCAVATING & PAVING hereby agrees to furnish all material and do all work requisite necessary for the resurfacing of County Highway 4 & 12 in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	ITEM	DESCRIPTION	ITEMIZED PROPOSAL	
			UNIT PRICE BID	TOTAL AMOUNT BID
2849 GAL	407	TACK COAT	\$1.48	\$4,216.52
594 CUBIC YARDS	448	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$106.44	\$63,225.36
1315 CUBIC YARDS	448	ASPHALT CONCRETE SURFACE COURSE TYPE 1	\$106.44	\$139,968.60
522 CUBIC YARDS	617	COMPACTED AGGREGATE	\$39.06	\$20,389.32
4.204 MILES	614	WORK ZONE CENTERLINE, CLASS II	\$620.00	\$2,606.48
4.204 MILES	642	CENTERLINE, TYPE 1 OR TYPE 2	\$798.00	\$3,354.79

**IN THE MATTER OF NOTICE TO PROCEED
TO GLEN JAMES & SONS, INC., /BELMONT SEWAGE
LIFT STATION AND FORCE MAIN PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to sign and submit the Notice To Proceed for Glen James & Sons, Inc., Zanesville, Ohio, for the Belmont Sewage Lift Station and Force Main project, based upon the recommendation of David Grum, Project Consultant.

Note: Work to commence on or before September 14, 2006 and be completed within 180 consecutive calendar days. The date of completion of all Work is therefore March 12, 2007.

Upon roll call the vote was as follows:

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

**IN THE MATTER APPROVING PAY REQUISITION NO. 7 FOR
DAVISON ELECTRIC/BELMONT CO. EMERGENCY
OPERATIONS CENTER BUILDING EXPANSION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign Davison Electric Pay Requisition No. 7 (Retainage) in the amount of \$6,797.30 for the Belmont County Emergency Operations Center Building Expansion project based upon the recommendation of Larry Siebieda, Project Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CONTRACT BETWEEN OHIO VALLEY
EMPLOYMENT RESOURCE (OVER) AND BCDJFS**

Motion, made by Mr. Thomas, seconded by Mr. Longshaw, as the co-appointing authority, to approve the contract between the Ohio Valley Employment Resource (OVER) and the Belmont County Department of Job & Family Services, effective December 1, 2005 through June 30, 2008, in an amount not to exceed \$426,145.

Purpose: BCDJFS will provide WIA Dislocated Workers services to the affected workers from the Ormet Company under the approved funding streams as described on Attachment A

**Contract Between the
Ohio Valley Employment Resource (OVER)
And the Belmont County Department of Job & Family Services (BCDJFS)**

PURPOSE:

Belmont County Department of Job & Family Services, Contractor, will provide WIA Dislocated Workers services to the affected workers from the Ormet Company under the approved funding streams as described on **Attachment A**.

OVER Agrees to Provide the Following Services to the (BCDJFS):

1. Develop an Ormet Grant(s) to serve Dislocated Workers from the Rolling Mills and Primary Divisions of Ormet. The grant will meet State and Federal requirements.
2. To make available training opportunities and provide technical assistance, as needed.
3. Serve as Fiscal Agent for the Ormet Grants funded by the State of Ohio and Department of Labor.
 - A. Release funds within 14-21 working days upon receipt of expenditure report (**Attachment B**) and depending on the availability of the States funds thru their draw system at the time that the request was made.
 - B. Request funds to cover local need.
 - C. Receive local monthly expenditure reports, combine and submit to State.
 - D. Prepare all audit schedules
 - E. Transfer grant funds between counties, as necessary, **Attachment A**.
4. Monitor grant to determine if grant specifications are followed.
 - A. Ensure that all services required by the Workforce Investment Act program guidelines are provided and charged as prescribed by the cost guidelines not to exceed the contracted dollar amount established for the entire operation of the WIA program.
 - B. On-site and desk reviews, as applicable, to ensure system integrity, validate internal controls, participant tracking systems and provide recommendations for enhanced system performance in both areas of technological and workforce development activities/outcomes
 - C. Review monthly expenses reported against any established budgets and in relations to progress reviewed in on-site visits, making recommendations for adjustments, if necessary. Such adjustments shall not be completed until reviewed.
 - D. Grant Manager will submit a written monitoring report detailing performance per the written criteria and a financial monitoring report. Reports may also include any recommendations for improvements, as appropriate.
4. Liaison between state and federal programs/fiscal monitors and respond to the resulting reports with copies forwarded as instructed.
6. Modify grant, as appropriate.
7. Research and respond to inquiries regarding Federal and State Law, statistical reports, labor market information, and performance outcomes.
8. Pursue other National Emergency Grants or employment and training grants, as requested, subject to Council of Government approval.

The (BCDJFS) Agrees to Provide the Following:

1. **BCDJFS** agrees to cooperate and collaborate with the Ohio Valley Employment Resource to plan, implement and monitor the provision of services under this agreement.
2. **BCDJFS** will be responsible for local service delivery in accordance with the Workforce Investment Act and accompanying Regulations, as well as provisions contained in the Grant.
3. **BCDJFS** and Ohio Valley Employment Resource will arrange the monitoring activity based on risk assessment of the project, and the control environment of the vendor.
4. **BCDJFS** will submit accurate expenditure reports, **Attachment B**.
5. **BCDJFS** will revise grant allocations, based on mutual agreement, based on receipt of **Attachment A**.
6. **BCDJFS** will be responsible for submitting the monthly expenditure report, **Attachment B**, by the tenth working day of each month.
7. **BCDJFS** will be responsible for entering and tracking services and performance in SCOTI under Ormet RR or any other program code setup by the State to track participants being served under the grant(s).

EFFECTIVE DATE:

The effective date of this agreement shall be the date as approved by the State for the project, December 1, 2005 thru June 30, 2008, and upon signatures from all parties.

TERM:

The grant shall commence on the effective date December 1, 2005 and continue until the funded grant period is completed, June 30, 2008, plus ninety days for close-out reports and audit.

Pre-Award:

The authorization period for the grant is retroactive to 12/1/05 providing that the Contractor abided with all the WIA regulations, grant policies, and terms set forth in this contract during this pre-award time, 12/1/05 to the final signing of this contract.

CONSIDERATIONS:

1. Contractor billing shall not exceed signed allocation sheet, **Attachment A**.
2. Administrative and program expenditures shall not be consolidated for any reason.
3. **BCDJFS** will be responsible for submitting the monthly expenditure report by the tenth working day of each month.

EVALUATION AND MONITORING

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

CONTRACTOR OBLIGATIONS

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

The contractor shall not perform in any way inconsistent with the terms of this contract except as approved, in writing, by the OVER. Adjustment in the services to be provided may not be made without prior approval of the OVER.

TERMINATION

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

The contractor agrees that if the OVER can document evidence that the provider failed to comply with the terms of the contract, the OVER has the right to cancel the contract upon the delivery of written notice of said noncompliance to the provider. Contractor agrees that if breach of grant can be documented, the OVER reserves the right to legal, administrative, and contractual remedies. Cancellation of the contract, for any reason, shall not relieve either party of any financial obligation owed to the other which occurs as a result of, or during the course of, the contract.

CONFIDENTIALITY

Contractor agrees that none of its employees, agents or assignees involved in performing the terms and conditions of this agreement shall use any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties specified herein or other duties imposed by law. The Grantor agrees to be bound by the same standards of confidentiality that apply to the employees of OVER and the State of Ohio.

ASSIGNMENTS AND SUBCONTRACTS

Contractor shall not assign any interest including subcontracting in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of OVER and subject to such conditions and provisions as OVER may deem necessary.

INDEPENDENT CONTRACT

Contractor agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of the agreement. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal or other tax liabilities which may accrue as a result of compensation received for services or deliverables rendered hereunder. Contractor will provide public liability, property damage, workers' compensation insurance, insuring as they may appear the interest of all parties to this contract against any and all claims which may arise out of operations under the terms of this contract. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to OVER of such Contractor certifies that no later than the first effective date of this contract, all approvals, licenses or other qualifications necessary to conduct business in Ohio will be obtained. In the absence of such approvals, licenses or other qualifications, this contract shall be void as of the first effective date.

NONDISCRIMINATION

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

RECORDS AND AUDITS

Contractor agrees to maintain all books, records, documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services as well, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Contract, until the audit covering this period is resolved and a three year post-audit retention is completed.

INDEMNIFICATION

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

AMENDMENTS

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

MISCELLANEOUS

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

In respect to the award and operation of this Contract, the OVER and Contractor agree to comply with all applicable Federal and State laws.

This Contract is to be construed, governed and enforced under the laws of the State of Ohio.

Both parties agree to abide by:

Clean Air Act : requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.

Debarment and Suspension: requiring compliance with Executive Orders 12549 and 12689.

Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.

CONTRACT APPROVED BY:

_____	_____
Dewayne Pielech, Director	Date
Belmont County Dept. of Job & Family Services	
_____	_____
Larry D. Hivnor, Executive Director	Date
Ohio Valley Employment Resource	
County Commissioners	
<u>Gordie W. Longshaw /s/</u>	<u>9/6/06</u>
Gordie W. Longshaw, Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>9/6/06</u>
Mark A Thomas, Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>9/6/06</u>
Charles R. Probst, Jr., Commissioner	Date
Approved as to form:	
<u>David K. Liberati /s/ (Assistant)</u>	<u>8/30/06</u>
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CONTRACT BETWEEN BCDJFS
AND BELMONT CO. COURT OF COMMON PLEAS –
JUVENILE DIVISION FOR JUVENILE FAMILY DRUG COURT PROGRAM**

Motion, made by Mr. Thomas, seconded by Mr. Longshaw, as the co-appointing authority, to enter into contract between the Belmont County Department of Job and Family Services (Purchaser) and the Belmont County Court of Common Pleas- Juvenile Division (Contractor) for the Belmont County Juvenile Family Drug Court program, effective September 1, 2006 through June 30, 2007; amount of reimbursement not to exceed \$125,000.00.

Note: This contract is for TANF funding for the court’s Family Dependency and Treatment Court.

**Belmont County Department of Job and Family Services
Purchase of the Performance of Services**

Whereas, this contract, entered into on this 1st day of September 2006 through June 30, 2007 by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) (BCDJFS) and the Belmont County Court of Common Pleas, Juvenile Division (hereinafter “Contractor”), is for the purchase of service to assist clients of the purchaser and the Belmont County Juvenile Court Family Drug Court program to assist needy families so that children may be cared for in their own homes or in the homes of relatives until they can return to the home of their parents. By encouraging drug addicted parents to become drug free and to form and maintain two-parent families to raise their children. Family Drug Court attempts to break the cycle of substance abuse in families by treating drug and alcohol addicted families who face the loss or restriction of their parental rights with the ultimate goal of family unity.

Clients must meet eligibility guidelines in accordance with the Ohio Revised Code, rules of the Ohio Department of Job and Family Services and the Belmont County Department of Job and Family Services PRC Plan.

I. PURPOSE

The purpose of this contract is to provide for the Family Dependency Treatment Court. The program will provide intensive case management, adult mentoring, life skills, parenting skills, referrals to drug and alcohol addiction counseling/services/assessments, drug screens and other services necessary to help eligible participants become drug and alcohol free to maintain a stable family unit for children to reside. The income eligibility is 200% of the federal poverty guidelines and the applicant must have a minor child and /or meet all other eligibility requirements under PRC and TANF or be categorically eligible under Belmont County’s PRC Plan. The Purchaser has agreed to use TANF Funds (CFDA#93.558) to pay for the services provided through the Program.

II. PARTIES

The parties to this agreement are as follows:

Purchaser:
The Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740)695-1075

Contractor:
The Common Pleas Court of Belmont County
Juvenile Division
101 Main St.
St. Clairsville, Ohio 43950
(740)695-2121

III. CONTRACT PERIOD

This contract and its terms will become effective on September 1, 2006.

No services shall be provided pursuant to this contract prior to its execution by all parties. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

IV. DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs
Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and Local law for the proper administration and performance of services to customers.

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

Assessment
Testing of the skills, abilities, addictions of the participants enrolled in the program.

Life Skills
Life Skills include, but are limited, to the following: helping participants to identify barriers to drug and alcohol addiction; helping participants to build self esteem; helping participants to gain insights into personal barriers and personal strengths; helping participants to develop problem solving skills; helping participants develop assertiveness skills; helping participants develop anger management and conflict resolution skills; helping participants develop stress management skills; collaborate with case managers, supervisors, and participants to maximize outcomes from decisions; work with Children Services on custody issues and related requirements; work on domestic violence issues with participants; helping participants develop a plan or map for their future; and helping participants identify and work toward life goals and priorities.

SSI Case Management

SSI Case Management includes assisting eligible participants with their application, hearing, and other issues necessary to help them obtain eligibility for SSI.

Intensive Case Management

Intensive Case Management includes, but is not limited to: home visits with participants and family members, regular monitoring of activities of participants, providing documentation to DJFS case managers as requested, assisting with transportation issues that may arise for participants, regular drug and alcohol screenings, referrals to appropriate counseling agencies, monitoring of counseling attendance, AA/NA attendance, providing support to participants through regular contact and communication, promoting positive parenting and involvement in the lives of their children and helping participants to set life priorities and other services as needed.

Ohio Works First

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

Prevention, Retention and Contingency (PRC)

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

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure to performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

V. SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated.

A. Contractor Responsibilities

1. Contractor shall provide services which provide support and treatment to assist needy families with drug and alcohol dependency in order that children may be cared for in their own homes or in the homes of relatives. To end the dependence of needy, drug and alcohol addicted parents on government benefits by promoting job preparation, work, and marriage by teaching, supporting, and educating individuals to remain drug and alcohol free. Services are provided to Belmont County residents who have a minor child and whose income is 200% of the federal poverty level guidelines or below and have been referred by the Belmont County Department of Job and Family Services Children Services. Participants on any public assistance program are categorically eligible for the Family Dependency Treatment Court Program.
2. Contractor will complete an assessment on referrals made to the court from Children Services Case managers to the Family Dependency Treatment Court Coordinator. If this evaluation indicates that a family will benefit from the program, then a referral for an assessment will be made to North Point Counseling Services. A recommendation will then be sent to the Court. If a Family accepts the Drug Court program, this shows their willingness to accept help in reuniting/maintaining their family in a drug and alcohol free environment. Contractor will utilize training opportunities for staff members to assist them in better assessing and working with participants.
3. Contractor shall provide intensive case management/monitoring aimed at returning children or maintaining children in their home environment. By intervening in drug and alcohol usage through intense supervision and participation in recovery services families will become more stable. Participants will be drug screened regularly. Scram units, used to detect alcohol usage, will also be utilized when appropriate on participants to monitor and discourage alcohol consumption.
4. The contractor will work closely with Children Services case managers to encourage compliance of the Children Services case plan. Coordination of home visits, scheduling for counseling, visitations, transportation issues, drug screens, monitoring of family relationships and well being of the minor children will occur between the Family Dependency Treatment Court staff and the children services staff on a weekly basis.
5. Contractor will schedule team meetings to be held on a bi-weekly basis between court staff, children services staff, counselors and other support staff to review progress of participants.
6. Contractor will provide case management and monitoring to assist participants in learning/using appropriate parenting skills. Participants will be referred to the Tri-County Help Center, for parenting classes, to assist them in learning to parent appropriately. Parents will be encouraged to participate in school activities when appropriate for children and will learn the importance of remaining drug and alcohol free to establish and maintain appropriate parent/child relationships. Participants will be rewarded with incentives to support family activities such as movie passes, zoo tickets, bowling passes, family portraits, etc. to promote the family unit and bonding between participants and their children
7. Contractor will work with participants to encourage improved self-esteem and to assist participants to understand their addictions and the affects on their families and lives. Participants will be encouraged to become self sufficient and will work to further their education and/or seek appropriate employment.
8. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
9. Contractor may refer potential participants to the Purchaser for eligibility determination.
10. Contractor shall employ the necessary staff to operate the program.
11. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

B. Purchaser Responsibilities

1. Purchaser will assist Contractor in determining eligibility if necessary.
2. Purchaser, through Children Services will refer participants to Contractor.
3. Purchaser will provide readily available information that may be needed by Contract to report program status to the State of Ohio. Purchaser will pay all costs related to providing the Family Dependency Treatment Court, consistent with the provisions of Article VIII.
4. Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services to eligible Belmont County residents under the Family Dependency Treatment Court to decrease out of home placements for minor children with alcohol and drug dependent parents/family members and to end the dependence of needy parents on government benefits by promoting improved family relationships, employability and in stable home environments.

Providing Family Dependency Treatment Court participation services as defined under Contractor responsibilities to eligible participants referred by the Belmont County Department of Job and Family Services, Children Services. Placement includes up to 15 eligible families or participants in the Family Dependency Treatment Court

D. Performance Standards

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

Service-delivery measures

1. Placement of up to 15 eligible Belmont County families in the program.
2. Placement of up to 15 children/sibling groups in home environment or relative.
3. Up to 15 participants will be employed or attending school.

Output-effectiveness measures

1. Sixty percent of participants will maintain and/or establish custody of their minor children.
2. Sixty percent of participants will gain/maintain employment and/or further their education.
3. Seventy five percent of participants after four months will comply with aftercare monitoring upon successful completion/graduation of the Family Dependency Treatment Court and will maintain minor children in their home.

E Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Service Delivery Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance report incorporated into this agreement as Exhibit 2. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Purchaser may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-and-on site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of it required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF (CFDA# 93.558) funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$125,000.00**.

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

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT and COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by Contractor. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to 15 families/participants. Detailed budget is attached.

Activity	Total Cost
Administrative/Operating Staff Wages and Fringes	49,345.06
Operating Expenses	52,000.00
TOTAL COST	113,222.93
MAXIMUM TANF AUTHORIZED REIMBURSEMENT AMOUNT	125,000.00
Total Contract Amount	113,222.93

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this

provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

X AUDIT RESPONSIBILITY AND REPAYMENT

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

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

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

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XII INSURANCE

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

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of

performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement

or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser and/or the Belmont County Board of Commissioners.

XX ASSIGNMENTS

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract for all or part of the performance required herein. Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTERGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein.

This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination.

Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination.

Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's right of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its direction.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employers and agents and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities of every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees and the Belmont County Board of Commissioners.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles IV and VII of the Civil Rights Act of 1964 as amended. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issues pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchaser' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way

XXXIII COPELANT "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS & SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII PROCUREMENT

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

XXXVIII SIGNATURES

<u>Dwayne D. Pielech /s/</u>	<u>8-31-06</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>J. Mark Costine /s/</u>	<u>9/01/06</u>
Honorable J. Mark Costine	Date
Common Pleas Court, Juvenile Division	
<u>Mark A. Thomas /s/</u>	<u>9/06/06</u>
Belmont County Commissioner	Date

<u>Charles R. Probst, Jr. /s/</u>	<u>9/06/06</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>9/06/06</u>
Belmont County Commissioner	Date
<u>Chris Berhalter /s/</u>	<u>9/01/06</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TRADE-IN OF TWO (2) SHERIFF DEPT. VEHICLES

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the request of Sheriff Fred Thompson to trade-in the following 2 vehicles at Whiteside's for a trade-in allowance of \$4,000.00 to be used towards the purchase of a 2003 Taurus at; remaining balance of \$7,800.00 to be taken from the Sheriff's Department L.E.T.F. (Drug Forfeiture) account. **No General Fund monies will be used for this purchase.**

- 1990 Ford Conversion Van
- 1998 Chrysler Concord

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:37 A.M.

Motion made by Mr. Probst, seconded by Mr. Longshaw to adjourn the meeting at 11:37 a.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes

Read, approved and signed this 13th day of September, 2006.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ ASSISTANT CLERK