

Commissioners Journal # 88 Page 169

May 29, 2018

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Forrest moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Budget Revision – Approved – Sublease & Rentals

Mr. Hunter moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-50046) in the amount of \$4,500.00.

Increase: Sublease & Rentals (1000-A15A-50512) in the amount of \$4,500.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Increase PO Funding – Approved – Sublease & Rentals

Mr. Hunter moved to approve the increase of PO funding for the following:

Increase PO funding: Sublease & Rentals (1000-A15A-50512) PO # 1589 in the amount of \$4,500.00.

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Decrease PO Funding – Approved – Public Defender

Mr. Forrest moved to approve the decrease of PO funding for the following:

Decrease PO funding: Public Defender (1000-A15A-50508) PO # 1590 in the amount of \$100,000.00.

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Transfer – Approved – Job & Family Services

Mr. Hunter moved per the request of Sherry Baldwin, Family & Children Fiscal Officer, to approve the transfer for the following:

Transfer from: Council Contract Services (7040-T890-5-0140) in the amount of \$1,912.00.

Transfer to: Dept. (7048-0000-4-0300) in the amount of \$1,912.00.

Transfer from: Council Placement Contract Services (7042-T890-5-0140) in the amount of \$3,400.00.

Transfer to: Family Services (7049-0000-4-0300) in the amount of \$3,400.00.

Transfer from: Council GRF/Part C Contract Services (7043-T890-5-0140) in the amount of \$17,085.85.

Transfer to: Dept. HMG/Part C (7052-0000-4-0200) in the amount of \$17,085.85.

Transfer from: Dept. HMG Part C Contract Services (7053-T891-5-0140) in the amount of \$18,362.06.

Transfer to: Dept. HMG GRF/Part C (7052-0000-4-0100) in the amount of \$18,362.06.

Department: Madison County Dept Family and Children  
Date: 5/29/2018  
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

MADISON COUNTY COMMISSIONERS  
2018 MAY 24 PM 3:12

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_  
to approve the following transfer (s):

|       |                             |             |                          |                        |
|-------|-----------------------------|-------------|--------------------------|------------------------|
| From: | <u>Council</u>              | <u>7040</u> | <u>Contract Services</u> | <u>7040-T890-50140</u> |
| To:   | <u>Dept.</u>                | <u>7048</u> | <u>Revenue Account</u>   | <u>7048-0000-40300</u> |
|       | Fund Name                   | Fund #      | Account Name             | Account Number         |
|       |                             |             | Amount: \$               | <u>1,912.00</u>        |
| From: | <u>Council Placement</u>    | <u>7042</u> | <u>Contract Services</u> | <u>7042-T890-50140</u> |
| To:   | <u>Family Services</u>      | <u>7049</u> | <u>Revenue Account</u>   | <u>7049-0000-40300</u> |
|       | Fund Name                   | Fund #      | Account Name             | Account Number         |
|       |                             |             | Amount: \$               | <u>3,400.00</u>        |
| From: | <u>Council GRF/Part C</u>   | <u>7043</u> | <u>Contract Services</u> | <u>7043-T890-50140</u> |
| To:   | <u>Dept. HMG GRF/Part C</u> | <u>7052</u> | <u>Revenue Account</u>   | <u>7052-0000-40200</u> |
|       | Fund Name                   | Fund #      | Account Name             | Account Number         |
|       |                             |             | Amount: \$               | <u>17,085.85</u>       |
| From: | <u>Dept. HMG Part C</u>     | <u>7053</u> | <u>Contract Services</u> | <u>7053-T891-50140</u> |
| To:   | <u>Dept. HMG GRF/Part C</u> | <u>7052</u> | <u>Revenue Account</u>   | <u>7052-0000-40100</u> |
|       | Fund Name                   | Fund #      | Account Name             | Account Number         |
|       |                             |             | Amount: \$               | <u>18,362.06</u>       |

Reason for Request:  
Transfer funding to accounts which allow for expenditures for provision of direct services.

TTL = \$ 46,768.91

Roll call vote resulted as follows:  
cc: Auditor \_\_\_\_\_  
Originator \_\_\_\_\_  
Originator File \_\_\_\_\_  
Transfer File \_\_\_\_\_  
David Dhume \_\_\_\_\_  
Mark Forrest \_\_\_\_\_  
David Hunter \_\_\_\_\_  
C.J. \_\_\_\_\_ Page \_\_\_\_\_  
Date: 5-29-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders); Sub 5-24-18

Revised 5/24/2018

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Barrett Brothers T171084EA

Subject: Transfer – Approved – Job & Family Services

Mr. Hunter moved per the request of Sherry Baldwin, Family & Children Fiscal Officer, to approve the transfer for the following:

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$10,016.23.

Transfer to: Family Services (7049-0000-4-0200) in the amount of \$10,016.23.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$6,328.97.

Transfer to: Department FC (7048-0000-4-0200) in the amount of \$6,328.97.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$329.80.

Transfer to: Dept. Prevention (7062-0000-4-0200) in the amount of \$329.80

Transfer from: Council HMG CC Contract Services (7045-T890-5-0140) in the amount of \$3,221.00.

Transfer to: Dept. HMG CC/HV (7051-0000-4-0200) in the amount of \$3,221.00.

Department: Madison County Dept Family and Children Services  
 Date: 5/29/2018  
 RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

**MADISON COUNTY COMMISSIONERS**  
 MAY 24 PM 3:12

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the following transfer (s):

|       |                  |            |                   |                 |
|-------|------------------|------------|-------------------|-----------------|
| From: | Council SFSC     | 7046       | Contract Services | 7046-T890-50140 |
| To:   | Family Services  | 7049       | Revenue Account   | 7049-0000-40200 |
|       |                  | Amount: \$ | 10,016.23         |                 |
| From: | Council SFSC     | 7046       | Contract Services | 7046-T890-50140 |
| To:   | Department FC    | 7048       | Revenue Account   | 7048-0000-40200 |
|       |                  | Amount: \$ | 6,328.97          |                 |
| From: | Council SFSC     | 7046       | Contract Services | 7046-T890-50140 |
| To:   | Dept. Prevention | 7062       | Revenue Account   | 7062-0000-40200 |
|       |                  | Amount: \$ | 329.80            |                 |
| From: | Council HMG CC   | 7045       | Contract Services | 7045-T890-50140 |
| To:   | Dept. HMG CC/HV  | 7051       | Revenue Account   | 7051-0000-40200 |
|       |                  | Amount: \$ | 3,221.00          |                 |

Reason for Request: Transfer funding to accounts which allow for expenditures for provision of direct services.

TU = \$ 19,896.00

Roll call vote resulted as follows:

cc: Auditor  
 Originator  
 Originator File  
 Transfer File

David Dhume  
 Mark Forrest  
 David Hunter

C.J. \_\_\_\_\_ Page \_\_\_\_\_  
 Date: 5-30-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): 5/29/18

Revised 6/2/2018

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.



Barrett Brothers 7171064EA

Subject: Amended Agreement – Approved – First Energy

Mr. Forrest moved to approve the amended agreement between Madison County and First Energy.

MADISON COUNTY COMMISSIONERS

FIRST AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN MADISON COUNTY, OHIO AND FIRSTENERGY SOLUTIONS CORP.

This First Amendment ("Amendment") is entered into this 21 day of May, 2018 ("Effective Date"), by and between Madison County, Ohio ("County" or "Governmental Entity"), an Ohio municipality, and FirstEnergy Solutions Corp. ("FES"), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio (collectively, the "Parties").

RECITALS

WHEREAS, FES and County are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated March 19, 2012 ("Agreement");

WHEREAS, through the County's Aggregation Program, the Agreement provides retail electric service to County communities located in three Electric Distribution Utility ("EDU") service territories, namely, Ohio Edison, AEP Ohio, and Dayton Power & Light;

WHEREAS, the Parties mutually agree to continue the Agreement with the County communities located in the Ohio Edison service territory through July 2011 meter read dates pursuant to the existing terms and conditions;

WHEREAS, the Parties also mutually agree to renew the Agreement with the County communities located in the AEP Ohio and Dayton Power & Light service territories for the term beginning with July 2011 meter read dates through July 2011 meter read dates;

WHEREAS, the Parties mutually agree to amend the Agreement by replacing paragraph 5.1 Additional Costs in its entirety describing the pass through of additional costs imposed by an ISO or a RTO on FES that are not otherwise reimbursed by the EDU to FES or included in the EDU's Price to Compare.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Participating Customers shall be billed in accordance with the Pricing provisions contained in the First Amendment Attachment A to Master Agreement Between Madison County, Ohio and FirstEnergy Solutions Corp. May 2018 attached ("Attachment A") which replaces existing Attachment A in its entirety.
2. The Parties agree to amend the Agreement by replacing paragraph 5.1 Additional Costs in its entirety, as follows:

5.1 Additional Costs. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the Electric Distribution Utility ("EDU") or takes any other action which affects the Price to Compare ("PTC") or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of FES its costs to perform under this Agreement, Participating Customers may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact FES to accept the new terms, the Participating Customer(s) individual terms and conditions with FES will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether FES offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all FES charges through the date they are returned to their EDU or switched to another CRES provider for service.

3. All other provisions of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

FIRSTENERGY SOLUTIONS CORP. MADISON COUNTY, OHIO
FirstEnergy Solutions Corp.:

Signed: Printed: Title: Date:
Signed: Printed: Title: Date:
Date: 5-29-18

First Amendment Attachment A to Master Agreement

Between

Madison County, Ohio

and FirstEnergy Solutions Corp.

May 2018

Rates and Other Conditions to Retail Gas Service Offer

Ohio Edison

Effective Dates:

Through July 2018 unless noted later.

Rates:

Residential

6% off the Photo Compare

Commercial

6% off the Photo Compare

Eligible Rate Classes:

Standard Residential Rate (RS)

General Service Commercial Rate (GS)

National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over \$10,000 must "opt-in" to the program.

Termination Fee:

Residential Accounts - \$25.00

Commercial Accounts - \$50.00

Communities Served:

1. Cassin Township
2. Darby Township
3. Deer Creek Township
4. Fairfield Township
5. Jefferson Township
6. Monroe Township
7. Oak Run Township
8. Point Township
9. Pike Township
10. Pleasant Township
11. Ridge Township
12. Seward Township
13. Union Township

Barrett Brothers 11710846A

ARP-Ohio

Revised Terms:

Beginning with July 2011 meter read dates through July 2011 meter read dates.

Revised Pricing:

\$10.4 per kWh

Eligible Rate Codes:

Residential, Commercial (below 750 kW) or 750 kW (peak monthly demand)

Merchable Accounts: National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial and industrial accounts with annual usage over 750,000 kWh must provide their affirmative consent and "opt in" to the program.

Termination Fee:

None

Customer Service:

- 1. Pleasant Township
- 2. Jefferson Township
- 3. Pickrel Township
- 4. Cleona Township
- 5. Dady Township

Dayton Power & Light

Revised Terms:

Beginning with July 2011 meter read dates through July 2011 meter read dates.

Revised Pricing:

\$12.4 per kWh

Eligible Rate Codes:

Residential, Commercial (below 600 kW monthly or 750 kW peak monthly demand)

Merchable Accounts: National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial and industrial accounts with annual usage over 750,000 kWh must provide their affirmative consent and "opt in" to the program.

Termination Fee:

None

Customer Service:

- 1. Stokes Township
- 2. Range Township
- 3. Delta Township
- 4. Pleasant Township

### Administrative Services

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- In the case of an Opt-in program for Mercantile Accounts:
  - > Design, print and mail the Opt-in marketing materials and letters, conduct follow up interaction which may include phone and email contact to all eligible participants.
  - > Administer the Opt-in process including database preparation, handling of opt-in form information, and final enrollment list compilation.
- Provide a call center to handle information calls.

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.



Barrett Brothers T171 084EA

Subject: Agreement – Approved – Family & Children

Mr. Hunter moved per the request of Steve Kaifas, Family & Children Director, to approve the agreement between The Board of Madison County Commissioners and The Mental Health and Recovery Board, Union County to provide early intervention services, home visiting services, and outreach child find services in accordance with the agreement below.

AGREEMENT FOR EARLY INTERVENTION SERVICE COORDINATION, HOME VISITING SERVICES, AND OUTREACH CHILD FIND SERVICES BETWEEN BOARD OF MADISON COUNTY COMMISSIONERS AND MENTAL HEALTH AND RECOVERY BOARD, UNION COUNTY MAY 29, 2018

The Mental Health and Recovery Board, Union County, Ohio, as the administrative agent for the Council for Union County Families (Union County), 10 North Main & Maryland, 43084, and the Board of County Commissioners, Madison County, Ohio, as the administrative agent for the Madison County Family Council (Madison County), 699 Mickey Street, London, Ohio, 43141, make this Agreement regarding Early Intervention Service Coordination.

WHEREAS, the State of Ohio provides funding to support Early Intervention Services in each of the counties in Ohio; and

WHEREAS, Union County seeks to improve the services currently provided to children and their families in Union County who are eligible for Early Intervention Services from Union County; and

WHEREAS, Madison County has available staff who are trained and experienced in providing Early Intervention Services and who are able to provide such services to eligible children and their families residing in Union County; and

WHEREAS, Madison County and Union County believe that a coordinated approach to providing Early Intervention Services is an efficient way to deliver effective services to eligible children and their families residing in Union County; and

WHEREAS, Madison County has been designated as the recipient of additional ODOH funding beyond Outreach and Child Find Services for children eligible for Early Intervention Services.

In consideration of the mutual promises set out below, Madison County and Union County agree as follows:

1. Union County consents to and supports Madison County's application to the Ohio Department of Developmental Disabilities to furnish provide Early Intervention Service Coordination and Child Find Services for eligible children and their families residing in Union County, Ohio, for state SFY 2019 (July 1, 2018 through June 30, 2019). Union County will cooperate with Madison County by providing any information necessary or appropriate to complete the application for such funds.
2. Madison County agrees to submit timely the application for such funds to the Ohio Department of Developmental Disabilities to provide Early Intervention Service Coordination for eligible children and their families residing in Union County, Ohio, for state SFY 2019.
3. If such application by Madison County is not approved and if no funds are awarded to Madison County to provide Early Intervention Service Coordination for eligible children and their families residing in Union County, Ohio, for state SFY 2019, then this Agreement will terminate or be suspended as required. Notwithstanding, however, the parties may mutually agree to renew this Agreement until any final action is required of such detail or upon the expiration of the time for making any such appeal.
4. If such application by Madison County is approved and if funds are awarded to Madison County to provide Early Intervention Service Coordination for eligible children and their

families residing in Union County, Ohio, for state SFY 2019, then, to the extent permitted by the funds from such grant, Madison County shall provide necessary and appropriate Early Intervention Service Coordination and Child Find Services including, but not limited to, the following:

- a. Respond timely to all referrals;
- b. Assess children to determine eligibility;
- c. Assign eligible children and their families a service coordinator
- d. Provide services in accordance with Ohio Administrative Code, chapter 3701-8 Help Me Grow Program.
- e. Cooperate and coordinate with other agencies and organizations in Union County regarding delivery of services to eligible children and their families residing in Union County.

Madison County shall provide all labor and materials necessary to perform the services.

5. Madison County will provide reports to Union County regarding the services provided as requested at Union County's meetings.
6. Union County and Madison County each agree that each shall act as an independent contractor in performing this Contract. No agency, employment, joint venture, or partnership has been or will be created between the Parties by this Contract. Each Party, respectively, assumes all responsibility for any and all federal, state, municipal or other tax liabilities, together with workers' compensation, unemployment compensation, retirement plan contributions, and/or insurance premiums that may accrue to the Party and/or become due from that Party as a result of compensation received or paid for services and/or deliverable rendered and/or received under or pursuant to this Contract. Each Party, respectively, assumes all responsibility for any employment related rights or claims by its own employees including, but not limited to: PERS, health insurance, sick leave, vacation time, workers' compensation or any other benefits. Each party will maintain workers' compensation insurance for its own employees as required by Ohio law.
7. The Parties are public employees as defined in R.C. § 145.01(D). Each Party has classified the other as an independent contractor or another classification other than public employee. As a result, no contributions will be made by either Party to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the other Party and/or any of the other Party's boards, board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Each Party acknowledges and agrees that, in accordance with R.C. § 145.098(A), that it has been informed by the other Party of such classification and that as provided herein no contributions will be made to OPERS.
8. It is further agreed, by and between the Parties, that each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of that party's own negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits.
9. If Madison County fails to comply with any provisions herein, or fails to carry out its duties, Union County may terminate this Agreement upon Madison County's failure to correct such, as stated in writing, at the end of two weeks (14 calendar days) after receipt of the written notice of such failure.

11. The Madison County shall comply with Title 61 and Title 62 of the Ohio Civil Rights Act, which prohibit discrimination on the basis of RACE, SEX, NATIONAL ORIGIN, AGE, COLOR, ANCESTRY, RELIGION, OR HANDICAP in any facet of the operation.

12. Either party may terminate this Agreement, with or without cause, upon giving the other party thirty (30) days written notice.

13. Madison County shall provide such services for Ohio County as needed at the request of the Ohio County from July 1, 2018 through June 30, 2019.

14. The parties hereto agree that this Agreement shall be subject to all resolutions and grant awarded by the Ohio Department of Developmental Disabilities.

15. The law of the State of Ohio shall govern this Agreement.

16. The parties intend that if any section, subsection, paragraph, clause or phrase of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be modified to the maximum extent necessary to make it enforceable, unless that modification is not possible by law, in which case that provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remainder of this Agreement; that if an unenforceable provision is modified or severed in accordance with the preceding clause, then the rest of the Agreement will remain in effect as written, and that any unenforceable provision will remain as written in any circumstance other than those in which the provision is held to be unenforceable. Provided, however, if modification or severing the unenforceable provision would result in the failure of an essential purpose of this Agreement, then the entire Agreement is held to be unenforceable. The parties acknowledge that enforcement of section 4 is written in an essential purpose of this Agreement.

17. Except as otherwise specifically set forth in this Agreement, notices, demands, requests, demands or requests given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by registered, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the following addresses:

(A) To Madison County:

Board of County Commissioners  
1 North Main Street  
Lebanon, OH 43040

Copy to: Madison County Prosecutor  
59 North Main Street  
Lebanon, OH 43040

(B) To Ohio County:

Mental Health and Recovery Board  
131 North Main St  
Marysville, OH 43040

Copy to: Dr. Phil Atkins, Executive Director  
131 North Main St  
Marysville, OH 43040

Notices shall be deemed mailed upon delivery, unless sent by certified mail, in which case such notice shall be deemed to have been received when the return receipt is signed and received. Such party, by notice given hereunder, may designate any further or different

addresses to which subsequent notices, certificates, requests or other communications shall be sent. Any defect, delay, or failure in the copy of a Notice to counsel will not affect otherwise proper Notice on a party.

17. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, agreements, indentments, and conditions of any nature whatsoever, with respect to the subject matter hereof. In the event of any conflict in the terms between documents relating to this Agreement, exhibits attached hereto, if any, or grants hereunder, the terms of this Agreement will govern, except to the extent that such other document expressly supersedes the terms of this Contract and such other document is executed by authorized representatives of both parties. No amendment, waiver, or discharge of any provision herein this Agreement shall be effective against either party without the written consent of both parties.

18. This Agreement may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Agreement and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document.

This Agreement shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

19. Notwithstanding the foregoing, this Agreement shall become effective unless and until the Auditors for Madison County and Union County certify the availability of funds as may be required by law.

IN WITNESS WHEREOF, the respective parties have signed this Agreement on the date indicated.

MENTAL HEALTH AND RECOVERY BOARD  
UNION COUNTY, OHIO

BOARD OF COUNTY COMMISSIONERS  
MADISON COUNTY, OHIO

*Phil Atkins*  
Dr. Phil Atkins, Executive Director

*David Dhume*  
David Dhume, Commissioner

( )

*Mark Forrest*  
Mark Forrest, Commissioner

*David Hunter*  
David Hunter, Commissioner

Approved as to form:

( )

Office of the Prosecuting Attorney  
Madison County, Ohio

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Burrett Brothers T17 085454

Subject: Bid Opening

The bid opening for the Job & Family Services transportation services took place on Tuesday May 29, 2018 at 10:30 a.m.

Two bids were received from the following:

- 3 C Cab
- Madison County Developmental Disabilities

Bid Results

3 C Cab



**3C Cab**

5519 State Route 41 NW  
Washington C.H., Ohio 43160  
Business Phone: 740-572-7395  
Cab Line: 740-333-6666

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May 8, 2018

Madison County Job & Family Services  
1600 Sycamore

3C Cab is respectfully submitting a proposal to perform ambulatory transportation services (ATS) for Madison County Job & Family Services. We have been in business for over 23 years and have a fleet of 11 vehicles, 12 drivers for Madison County and 1 qualified driver, with pay per hour, for all ambulatory disability services.

We have provided ATS for Madison County for the previous 3 years. We also have 10 contracts with Madison County Job & Family Services, Madison County Job & Family Services, Madison County State, 3C Cab has an excellent record with no reportable accidents within the last 3 years.

This 3C Cab has provided excellent service to provide excellent transportation services for Madison County and hope to continue these services in the future. Therefore, I propose no change from our current contract, going into the next 1 year. I have also included our contract as a part of the bid.

Sincerely,  
*Andrew*  
Andrew P. Williams  
Owner, 3C Cab Company

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MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT

This contract is entered on May 29, 2018, between the Madison County Department of Job and Family Services ("Agency"), 200 Midway St., London, OH 43140 and 3C Cab ("Contractor"), 5519 State Route 41 NW, Washington C.H., Ohio 43160, for the provision of transportation services for ambulatory disability services (see attachment 1).

In consideration of mutual promises contained herein, and for other good and valuable consideration, the parties to this Contract agree as follows:

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Madison County program. This Contract is not intended to constitute a subcontract or recipient or sub grantee relationship as those terms are defined in either 2 CFR 200 or in the federal grants management "common rule".

Article 2 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the funder. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all the required services or products in accordance with the contract.

Article 3 - Billing and Payment

Agency agrees to pay Contractor per invoice per account listed below:  
Per loaded mile \$1.50  
Minimum per hour \$10.00  
Per hour with time, after 1st hour \$15.00  
(charged in 15 minute increments)  
No show \$10.00  
Extra Stop \$5.00

Madison County Developmental Disabilities

**Section 4 References**

Reference 1 - Garyl Staffin, Jordan School, 744-634-5193, ext 2118

Reference 2 - Tim Wiley, BSO Services, 318-312-7624

**Section 1 Other pertinent information**

Madison County bids is committed to providing the safest and most reliable transportation for the residents of Madison County. We strive every day to provide the most efficient transportation we can for our passengers.

As a county entity, we are covered through the county's OHSU insurance policy. Any claims are handled locally. Our current certificate is enclosed as Attachment X.

Our Workers' Comp Certification is Attachment Y.

Our Madison County bids files is Attachment Z. It addresses many of the Attachment 7 Insurance.

**B. Cost Proposal**

The costs for MCH are: \$11.68 per hour and \$4.65 per mile for vans. These costs are firm.

1% of our hourly rate covers the salaries and benefits of our drivers. The remaining 1% covers a portion of the costs associated with the schedule, mechanics and the accounting staff.

The allstate costs cover our fuel costs and maintenance of the fleet. Our 2017 maintenance Run-to-Rate totals and fuel costs are Attachment P.

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2018 Annual Maintenance Totals

| Vehicle # | Year | Make  | Model   | Body    | Capacity | License # | Repair \$  | Labor | Mileage |
|-----------|------|-------|---------|---------|----------|-----------|------------|-------|---------|
| 1         | 2014 | DODGE | CARAV   | M-VAN   | 6-DR     | 423YST    | \$0.00     | 0.0   | 0       |
| 2         | 2010 | INTEL | P830S   | BUS     | 70-DR    | 7018      | \$20.35    | 11.0  | 102,963 |
| 3         |      |       |         |         |          |           |            |       |         |
| 4         | 2017 | CHEVY | EXPRESS | BUS     | 19-DR    | Q09543    | \$31.38    | 2.5   | 5,316   |
| 5         | 2006 | CHEVY | EXPRESS | BUS     | 9-DR     | 478Y5T    | \$362.27   | 14.0  | 48,888  |
| 8         | 2015 | DODGE | CARAV   | M-VAN   | 6-DR     | 858Y7K    | \$27.12    | 7.5   | 63,262  |
| 9         | 2006 | FORD  | E350    | VAN     | 9-DR     | 407Y5T    | \$0.00     | 0.0   | 0       |
| 10        | 2010 | FORD  | GOSHEN  | CHV/C   | 17-DR    | 482Y5T    | \$309.78   | 17.0  | 73,303  |
| 11        | 2010 | FORD  | GOSHEN  | CHV/C   | 17-DR    | 481Y5T    | \$17.30    | 4.0   | 84,586  |
| 12        | 2013 | DODGE | CARAV   | MVW/C   | 3-DR     | 808Y0X    | \$91.43    | 1.0   | 50,047  |
| 13        | 2017 | FORD  | TRANSIT | VAN     | 14-DR    | 413Y5T    | \$1,445.17 | 41.0  | 13,851  |
| 14        | 2015 | DODGE | G CARAV | M-VAN   | 6-DR     | 454Y5T    | \$31.63    | 1.0   | 52,261  |
| 15        | 2015 | DODGE | CARAV   | M-VAN   | 6-DR     | 415Y5T    | \$0.00     | 0.0   | 0       |
| 16        | 2017 | CHEVY | EXPRESS | VAN     | 14-DR    | 418Y5T    | \$67.85    | 6.0   | 21,847  |
| 17        | 2013 | CHEVY | EXPRESS | VAN W/C | 9-DR     | 417Y5T    | \$652.43   | 23.0  | 91,988  |
| 18        | 2013 | DODGE | CARAV   | MVW/C   | 3-DR     | 585Y0H    | \$75.30    | 4.5   | 38,673  |
| 19        | 2014 | DODGE | CARAV   | M-VAN   | 6-DR     | 419Y5T    | \$158.69   | 2.0   | 92,110  |
| 20        | 2011 | DODGE | RAM     | TRUCK   | 2-DR     | 0F1908    | \$0.00     | 0.0   | 0       |
| 21        | 2013 | CHEVY | EXPRESS | VAN     | 14-DR    | 422Y5T    | \$706.60   | 23.0  | 75,041  |
| 22        | 2017 | CHEVY | EXPRESS | VAN     | 14-DR    | 472Y5T    | \$67.90    | 4.0   | 24,089  |
| 23        | 2013 | CHEVY | EXPRESS | VAN     | 14-DR    | 424Y5T    | \$222.78   | 8.0   | 72,716  |
| 24        | 2013 | DODGE | CARAV   | MVW/C   | 3-DR     | 426Y5T    | \$672.38   | 9.0   | 66,536  |
| 25        | 2013 | DODGE | CARAV   | MVW/C   | 3-DR     | 619Y0B    | \$56.08    | 3.0   | 43,010  |
| 26        | 2013 | DODGE | CARAV   | MVW/C   | 3-DR     | 397Y0E    | \$48.73    | 4.0   | 100,183 |
| 27        | 2009 | FORD  | GOSHEN  | CHV/C   | 12-DR    | 483Y5T    | \$324.64   | 18.0  | 75,693  |
| 28        | 2016 | DODGE | CARAV   | MVW/C   | 3-DR     | 459Y5T    | \$35.58    | 1.0   | 21,126  |
| 29        | 2013 | CHEVY | EXPRESS | VAN     | 14-DR    | 470Y5T    | \$42.20    | 6.0   | 61,443  |
| 30        | 2016 | DODGE | CARAV   | M-VAN   | 6-DR     | 476Y5T    | \$66.76    | 4.5   | 75,070  |
| 31        | 2016 | DODGE | CARAV   | M-VAN   | 6-DR     | 475Y5T    | \$68.75    | 4.0   | 25,282  |
| 32        | 2013 | DODGE | CARAV   | MVW/C   | 3-DR     | 365Y0F    | \$1,717.32 | 31.0  | 103,105 |
| 33        | 2009 | FORD  | S34N    | VAN W/C | 9-DR     | 473Y5T    | \$762.06   | 25.5  | 206,270 |
| 34        |      |       |         |         |          |           |            |       |         |
| 35        | 2009 | FORD  | S34N    | VAN     | 12-DR    | 473Y5T    | \$54.89    | 6.5   | 127,763 |
| 36        | 2015 | CHEVY | EXPRESS | VAN     | 14-DR    | 433Y5T    | \$739.11   | 10.0  | 55,614  |
| 37        | 2016 | DODGE | CARAV   | M-VAN   | 6-DR     | 408Y5T    | \$58.94    | 1.5   | 49,511  |
| 38        | 2016 | DODGE | CARAV   | MVW/C   | 4-DR     | 455Y5T    | \$563.29   | 8.0   | 42,886  |
| 39        | 2014 | DODGE | CARAV   | MVW/C   | 3-DR     | 118Y0Z    | \$0.00     | 0.0   | 0       |
| 40        | 2011 | FORD  | GOSHEN  | CHV/C   | 17-DR    | 483Y0A    | \$251.80   | 6.0   | 15,609  |
| 41        | 2016 | CHEVY | EXPRESS | VAN     | 14-DR    | TEME      | \$168.23   | 4.0   | 36,283  |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
|           |      |       |         |         |          |           |            |       |         |
| MISC      |      |       |         |         |          |           | \$0.00     | 0.0   |         |

TOTAL \$9,819.31 306.5

\*Note - These bids will be reviewed by Steve Kaifas, Job & Family Services Director, and he will provide his bid recommendation to the Commissioners at a later date.

Best Books T171984EA

Subject: First Public Hearing- Annual License Tax Fee - Engineer

The first public hearing for the annual license tax fee took place on Tuesday May 29, 2018 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS  
Annual License Tax Fee  
First Public Hearing  
May 29, 2018 - 11:00 a.m.

- 1. Ben Roney
- 2. Rob Stone
- 3. Bryan Dhume
- 4. Mark Hunter
- 5. Mr. Forrest
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_
- 19. \_\_\_\_\_
- 20. \_\_\_\_\_
- 21. \_\_\_\_\_
- 22. \_\_\_\_\_
- 23. \_\_\_\_\_

Subject: Resolution - Approved - Executive Session

Mr. Forrest moved to enter into executive session at 8:58 a.m. to discuss economic development.

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Resolution - Approved - Executive Session

Mr. Forrest moved to exit out of executive session at 9:12 a.m. No action was taken.

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Meeting Request – Approved – Job & Family Services

Mr. Hunter moved per the request of Steve Kaifas, Job & Family Services Director, to approve the required meeting request in compliance of ORC 325:20 for the following:

Lori Dodge Dorsey to:

“Ohio Human Services Training Steering Committee” in Columbus, Ohio. \$150.00 for mileage. This meeting is held on a quarterly basis.

“APS Advisory Committee” in Columbus, Ohio. \$150.00 for mileage. This meeting is held on a quarterly basis.

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Meeting Request – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the required meeting request in compliance of ORC 325:20 for the following:

Ken Koppas to: “Bridge Inspection Refresher Training” in Columbus, Ohio. August 14, 2018. Cost \$60.00

Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Personnel Action – Approved – Job & Family Services

Mr. Hunter moved per the request of Steve Kaifas, Job & Family Services Director, to approve to hire the following:

Brittany Matesic, Social Service Worker 2 – AR Intake. \$18.07 per./hr. Effective June 1, 2018.

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Personnel Action – Approved – Job & Family Services

Mr. Hunter moved per the request of Steve Kaifas, Job & Family Services Director, to approve the resignation for the following:

Heather Hill, Family Service/Wrap Coordinator. Effective May 21, 2018.


Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Subject: Personnel Action – Approved – Job & Family Services

Mr. Hunter moved per the request of Steve Kaifas, Job & Family Services Director, to approve the following:

Increase in hourly rate from \$22.76 per/hr. to \$25.76 per/hr. For Julie Harris, Social Service Supervisor I.

Following a second from Mr. Forrest the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

  
David Dhume

  
David Hunter

  
Mark Forrest

ATTEST: 