

Subject: Bills – Approved – Madison County


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

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

Subject: Increase PO Funding – Approved – Professional Services

Mr. Hunter moved to approve the increase in funding for PO#1055 Professional Services for the following:

Professional Services (1000-A01A-5-0045) in the amount of \$3,095.50.



MADISON COUNTY
CO. RESIDENTS

APPROVED 2/11/17

Customer Number: 17A40

MADISON COUNTY FAMILY & CHILDREN FIRST COUNCIL
SHERRY BALDWIN, DIRECTOR
PO BOX 624
LONDON OH 43140

Invoice for Services

How to Contact Us:
1-800-282-0370
Monday - Friday 8-4

Account Summary

Previous Balance	\$676.50
Current Charges	\$3,095.50
Payments, Credits	(\$676.50)
Current Balance	\$3,095.50
Statement Date:	4/30/2017
Payment Due Date:	5/30/2017

Current Invoice Charge Detail


Audit		Hours	Amount
17A40MADI-FA216	Christ, Nicholas D	3/21/2017 - 4/15/2017	47.50 \$1,947.50
	Wilson, Bethany A	3/21/2017 - 4/15/2017	24.00 \$984.00
	Ferguson, Douglas G	3/21/2017 - 4/15/2017	3.00 \$123.00
	Rader, James A	3/21/2017 - 4/15/2017	0.50 \$20.50
	Graber, Donald P	3/21/2017 - 4/15/2017	0.50 \$20.50
BILL0000000219150			75.50 \$3,095.50

TRANSACTIONS			
03/31/2017	Balance Brought Forward		\$676.50
04/25/2017	CK# 308447	Payment	(\$676.50)
04/30/2017	BILL0000000219150	Financial Audit - 17A40MADI-FA216	\$3,095.50

* Now available! Online customer information and electronic billing statements. For more information, please visit <https://eservices.ohioauditor.gov>

Current	1-50	51-100	101-150	151-200	201+
\$3,095.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PLEASE RETURN BOTTOM PORTION WITH YOUR REMITTANCE



Balance Due: \$3,095.50
Payment Due Date: 5/30/2017
Customer Number: 17A40
Customer Name: MADISON COUNTY FAMILY & CHILDREN FIRST COUNCIL

Make Check Payable To:
Treasurer of State of Ohio

Remit To:
Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 711825
Cincinnati, OH 45271-1825

Apply Payment To:
42200 - Financial Audit - 17A40MADI-FA216
- Other

Amount Enclosed: 3,095.50

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

Subject: Transfer – Approved – Commissioners Other

Mr. Hunter moved to approve the transfer for the following:

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$553.50.

Transfer to: Park District (7125-0000-1-1010) in the amount of \$553.50


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

Subject: Appropriation – Approved – Park Board

Mr. Hunter moved to approve the appropriation for the following:

Appropriate: Park Board Audit Expenses (7125-T892-5-1802) in the amount of \$553.50.

Following a second from Mr. Forrest the result of the roll call was: Mr. Forrest, yes, and Mr. Hunter, yes., and Mr. Dhume was not present for the vote.

 **Dave Yost**
Ohio Auditor of State

Invoice for Services

How to Contact Us:
1-800-282-0370
Monday - Friday 8-4

Customer Number: 25A62

MADISON COUNTY PARK DIST
SISSY WISEMAN
PO BOX 618
LONDON OH 43140

Account Summary

Previous Balance	\$102.50
Current Charges	\$553.50
Payments, Credits	(\$102.50)
Current Balance	\$553.50

Statement Date: 4/30/2017
Payment Due Date: 5/30/2017

Current Invoice Charge Detail

Audit	Hours	Amount
25A62MADI-BA216 Graber, Donald P	3/20/2017 - 4/15/2017	11.00 \$451.00
Ferguson, Douglas G	3/20/2017 - 4/15/2017	2.50 \$102.50
BILL000000219260		13.50 \$553.50


Transactions

Date	Description	Amount
03/31/2017	Balance Brought Forward	\$102.50
04/25/2017	CK# 308447 Payment	(\$102.50)
04/30/2017	BILL000000219260 Basic Audit - 25A62MADI-BA216	\$553.50

* Now available! Online customer information and electronic billing statements.
For more information, please visit <https://eservices.ohioauditor.gov>

Current	1-30	31-60	61-90	91-120	120+
\$553.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PLEASE RETURN BOTTOM PORTION WITH YOUR REMITTANCE

 **Dave Yost**
Ohio Auditor of State

Balance Due: \$553.50
Payment Due Date: 5/30/2017
Customer Number: 25A62
Customer Name: MADISON COUNTY PARK DIST

Make Check Payable To:
Treasurer of State of Ohio

Apply Payment To:
- Basic Audit - 25A62MADI-BA216
- Other

Remit To:
Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 711825
Cincinnati, OH 45271-1825

Amount Enclosed: 553.50

Subject: Subgrant Agreement– Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the subgrant agreement between Ohio Department of Job & Family Services and the Ohio Department of Job & Family Services.

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

G-1819-11-5770

RECITALS:

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS"), the Ohio Department of Medicaid (hereinafter referred to as "ODM") and the Madison County Board of County Commissioners (hereinafter referred to as "Board"), in accordance with Sections 307.98, 5101.21, and 5160.30 Ohio Revised Code (ORC).

The intent of this Subgrant Agreement is to establish between ODJFS, ODM and the Board the relationship of two "pass-through entities" and a "subrecipient" as those terms are used in OMB 2 CFR 200, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subawards by ODJFS and ODM to Madison County for the operation of the Madison county department of job and family services (CDJFS) that is a combined agency and performs all CDJFS duties set forth in ORC Section 329.04, and all public children services agency (PCSA) duties and all child support enforcement agency (CSEA) duties. It is not applicable to subawards funded or authorized by the Workforce Investment Act (WIA), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight. Subawards subject to this Subgrant Agreement include all subawards of grant awards to the State of Ohio by the United States Department of Health and Human Services (DHHS) and the United States Department of Agriculture (USDA). Subawards subject to this Subgrant Agreement are not for research and development purposes.

DEFINITIONS:

- A. "County family services agency" means a county department of job and family services, a public children services agency and a child support enforcement agency, as designated by the board of county commissioners in ORC Section 307.981. County family services agency also means a joint CDJFS formed by a written agreement entered into between boards of county commissioners as described in ORC Section 329.40.
- B. "Departments" means ODJFS and ODM relative to this three-way Subgrant Agreement.
- C. "Family services duty" means a duty required by state law allowing a county family services agency to perform all financial and administrative functions associated with the performances of those duties. Family services duty does not include duties or activities funded or authorized by the Workforce Investment Act ("WIA"), the Workforce Innovation and Opportunity Act (WIOA), ORC Chapter 4141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible for direct or indirect oversight.
- D. "Financial assistance" means all cash, reimbursements, allocations of funds, cash draws, and property provided by the Departments to a county family services agency. All requirements in this Subgrant Agreement related to financial assistance also apply to any money used by the county to match state or federal funds.
- E. "State and federal laws" include all federal statutes and regulations, appropriations by the Ohio General Assembly, the ORC, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any Treasury State Agreement or state plan, any OMB circulars that a federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Orders to the extent that they apply to counties. The term "state and federal laws" not only includes all state and federal laws existing on the effective date of this Subgrant Agreement, but also those state and federal laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Subgrant Agreement.

F. "Subgrantee" has the same meaning as "county grantee," as that term is defined in ORC Section 5101.21 (A) (1).

G. "Subgrant agreement" has the same meaning as "grant agreement," as that term is defined in ORC Section 5101.21 (A) (6).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the financial assistance received by or used by the Madison CDJFS/CSEA/PCSA.
- B. This Subgrant Agreement is entered into by the Board on behalf of Madison County and of the Madison CDJFS/CSEA/PCSA (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As pass-through entities under OMB 2 CFR 200 (Uniform Guidance), the Departments may:

- A. Provide financial assistance to the Subgrantee in accordance with this Subgrant Agreement and state and federal laws.
- B. Provide annual financial, administrative, or other incentive awards to the Subgrantee subject to ORC Section 5101.23.
- C. Monitor the Subgrantee to obtain reasonable assurance that the financial assistance provided pursuant to this Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- D. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding provided under this Subgrant Agreement.
- E. Provide technical assistance and training to assist the Subgrantee in complying with its obligations under state and federal law and this Subgrant Agreement.
- F. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to the family services duties for which these funds are awarded. Any ODJFS enforcement action against the Subgrantee will be taken in accordance with ORC Section 5101.24, unless another section provides authority for a different action. If ODJFS takes an action authorized by ORC Section 5101.24, ODJFS will provide written notice to the Board, the county auditor, and the family services agency director. The entity against which any action is taken may request an administrative review in accordance with ORC Section 5101.24, except as provided by Section 5101.24(E).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OMB 2 CFR 200 (Uniform Guidance), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used, and the family services duties for which the grants are awarded are performed, in accordance with conditions, requirements and restrictions applicable to the duties established by the department and state and federal laws, as well as the federal terms and conditions of the grant award.
- B. Utilize a financial management system that meets the requirements established by ODJFS and use the ODJFS designated software programs to report financial and other data according to the standards established by ODJFS. Subgrantee will provide to ODJFS all program and financial reports and updates in accordance with the timeliness schedules, formats and other requirements established by ODJFS.

- C. Promptly reimburse ODJFS the amount the Subgrantee is responsible for, pursuant to action the department takes under division (C) of ORC Section 5101.24, of funds the department pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty.
- D. Promptly reimburse, the Departments, the amounts of any cash overdrafts or excessive cash draws paid to Subgrantee by ODJFS.
- E. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if the Departments, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to a family services duty for which this Subgrant is awarded determines compliance has not been achieved.
- F. Where Subgrantee identifies reimbursements or other payments due the Departments, promptly notify ODJFS and request direction as to the manner in which such payments shall be made. Where the Departments identify reimbursements or other payments due the Departments and ODJFS notifies Subgrantee, payment shall be made in the manner specified by the Departments.
- G. Make records available to the Departments, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.
- H. Provide and ensure the existence and availability of local non-federal funds for the purpose of matching any federal funding for allowable operating expenses incurred by Subgrantee. Subgrantee must also ensure that any matching funds, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state laws and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5101:9-9-29.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5101:9-4-04 to be included in a county written code of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.); all provisions required by the implementing regulations of the Department of Agriculture and Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and Department of Agriculture, Food and Nutrition Services (FNS) directives and guidelines to the effect that, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or association, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- L. Immediately take measures to incorporate paragraph K, above, into existing agreements and contracts and shall incorporate the above language in all future agreements and contracts with other entities. SUBGRANTEE shall require all entities with which it sub-grants and contracts to incorporate paragraph a, above, in all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Agriculture or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.
- M. Post and require all entities with which it sub-grants and contracts to post the December 2015 version of the AD-475B "And Justice for All" poster

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2017, through June 30, 2019, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above termination date.

- B. In addition to Article IV-A above, it is expressly understood by the Departments and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Director of the Office of Budget and Management, State of Ohio, first certifies, pursuant to ORC Section 126.07, that there is a balance in the appropriation not already allocated to pay current obligations.

ARTICLE V. AMOUNT OF GRANT/PAYMENTS

- A. The total amount of the Subgrant for State Fiscal Years (SFY) 2018 and 2019 and grant specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in formal notices. The Departments will provide this funding expressly to perform the Subgrant activities described in ARTICLE I of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5101:9-6. ODJFS will notify Subgrantee of revisions to subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will limit cash draws to the minimum amount needed for actual, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 75 and 2 CFR 400.1, and ODJFS requirements including Chapter 7 of the Fiscal Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cash expenditures for lawfully appropriate purposes under the terms of the subaward in question.
- C. Subgrantee understands that availability of funds is contingent on appropriations made by the Ohio General Assembly or by funding sources external to the State of Ohio, including federal funds. If at any time either of the Departments' Directors determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, said Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Departments for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding expires without further obligation of the Departments or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a grant, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Departments.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to all federal funds provided under this Subgrant Agreement pursuant to OMB 2 CFR 200, 2 CFR 300, 2 CFR 400.1, as well as 45 CFR 75, 45 CFR 95, and 45 CFR 96, including but not limited to, the following federal rules:
1. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 75.302 and 2 CFR 400.1, including, but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
 2. Period of performance and availability of funds: Pursuant to 45 CFR 75.309 and 2 CFR 400.1, Subgrantee and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period specified in the notices under Article V-A, above, unless notified by ODJFS that carryover of these balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated in a timely manner in accordance with federal and state law and specifications by ODJFS, not to exceed 90 days.

3. Cost sharing or matching: Pursuant to 45 CFR 75.306 and 2 CFR 400.1, cost sharing or matching requirements applicable to the Federal program must be satisfied by allowable costs incurred or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal and state laws.
- For Federal programs in which state funds are made available to use as matching funds, the subgrantee is required to use, in addition to the amounts required under ORC Section 5101.16, additional local funds for matching funds in the event that the state funding allocated for that purpose is exhausted.
4. Program income: Program income must be used as specified in 45 CFR 75.307 and 2 CFR 400.1.
5. Real property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 75.318 and 2 CFR 400.1.
6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 75.320 and 2 CFR 400.1.
7. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 75.321 and 2 CFR 400.1.
- F. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

ARTICLE VI. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB 2 CFR 200. Subject to the threshold requirements of 45 CFR 75.501, 2 CFR 400.1, and 2 CFR 200, Subgrantee must ensure that the county of which they are a part has an audit with a scope as provided in 2 CFR 200.514 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 2 CFR 200.425. Subgrantee must send one (1) copy of the final audit report to the ODJFS Office of Fiscal and Monitoring Services, Audit Resolution Section, at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within two (2) weeks of the Subgrantee's receipt of any such audit report.
- B. Subgrantee must take prompt action to correct problems identified in an audit.

ARTICLE VII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Departments' Directors and the Board, and the termination agreement is adopted by resolution of the Board. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution of the Board.
 2. Any one of the three parties may terminate after giving ninety (90) days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
 3. Either of the Departments may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement by a federal administrative agency, or illegal conduct affecting the operation of the Subgrant Agreement. In the event of such a termination, ODJFS will send a notice to the Board and other county signatories to this Subgrant Agreement, specifying the reason for the termination and the effective date of the termination.

- C. Pursuant to ORC Section 5101.24, 45 CFR 75.371, and 2 CFR 400.1, as applicable, if Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, state and federal laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, the Departments may take any or all of the following actions deemed appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including the additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to ODJFS, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that the Departments require.
- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, the Departments will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by the Departments of any occurrence of breach or default is not a waiver of subsequent occurrences. If one of the Departments or the Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other parties, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE VIII. NOTICES

- A. Notices to ODJFS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODJFS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, with a copy to the ODM Chief Legal Counsel at 50 West Broad Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from ODJFS concerning any and all matters regarding this Subgrant Agreement, including changes in the amount of funding or in the source of federal funding, will be sent to the Board and other county signatories to this Subgrant Agreement.
- C. All notices in accordance with Section A of this ARTICLE VIII will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (e.g., certified mail).

ARTICLE IX. AMENDMENT, ADDENDA, AND SUBGRANTS

- A. **Amendment:** This document, along with any related addenda, constitutes the entire agreement between the Departments and Subgrantee with respect to all matters herein. Otherwise, only a document signed by all three parties may amend this Subgrant Agreement. The Departments and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

If one of the Departments notices a need for correction of erroneous terms and conditions, ODJFS will immediately send Subgrantee an amended Subgrant Agreement for signature. If Subgrantee notices a need for correction of erroneous terms and conditions, it will immediately notify ODJFS.

- B. **Addenda:** ODJFS will provide information concerning changes to the requirements of this Subgrant Agreement in addenda thereto. Any addenda to this Subgrant Agreement will not need to be signed. Any draw of the funds following the receipt of an addendum will constitute acceptance of changes specified therein.

C. **Subgrants**

1. Any subgrants made by Subgrantee to another governmental entity, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 75.352 and 2 CFR 400.1 and will impose the requirements of 45 CFR 75 and 2 CFR 400 as applicable, as well as federal and state law. Any award of a subgrant to another entity shall be made by means of a county subgrant agreement which requires the entity awarded the county subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee subgrants to the entity, including the conditions, requirements, and restrictions of ORC Section 5101.21.
2. **Debarment and Suspension:** As provided in 45 CFR 75.212 and 2 CFR 400.1, Subgrantee, its principals, and its subgrantee(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. Prior to making any such award or permitting any such award, Subgrantee must confirm that the party to which the award is proposed to be made is not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.
3. **Procurement:** While Subgrantee and its subgrantee(s) must use their own documented procurement procedures, the procedures must conform to all applicable federal laws, including, as applicable, 2 CFR 416.1 and 45 CFR 75.327 through 45 CFR 75.336. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
4. **Monitoring:** Subgrantee must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subgrant, and function supported by the Subgrant, to ensure compliance with all applicable federal and state requirements, including 45 CFR 75.342, 2 CFR 400.1, and OAC 5101:9-1-88. If Subgrantee discovers that subgrant funding has not been used in accordance with state and federal laws, Subgrantee must take action to recover such funding.
5. **Duties as Pass-through Entity:** Subgrantee must perform those functions required under state and federal laws as a subrecipient of the Departments under this Subgrant Agreement and as a pass-through entity of any awards of subgrants to other entities.

ARTICLE X. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, ODM agrees to be responsible for any liability directly relating to any and all acts of negligence by ODM. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of

negligence by Subgrantee. In no event shall any party be liable for any indirect or consequential damages, even if the Departments or Subgrantee knew or should have known of the possibility of such damages.

- B. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.

- C. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by the Departments to the Board, to any county signer required by division (B) of ORC Section 5101.21, or to any county family services agency that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio or the Departments, or any of the officers or employees of the State of Ohio or the Departments.

Signature Page Follows

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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
SUBGRANT AGREEMENT

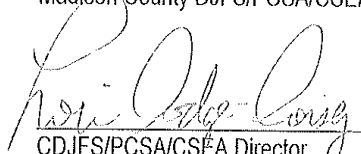
SIGNATURE PAGE

G-1819-11-5770

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SUBGRANT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES.

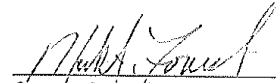
Madison County DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES



Kristi Adams-Quincy 5/8/17
CDJFS/PCSA/CSEA Director Date


Cynthia C. Dungey, Director Date

OHIO DEPARTMENT OF MEDICAID


Alvin Forrest 5-8-17
County Commissioner Date

Barbara R. Sears, Director Date


David Dume 5-8-17
County Commissioner Date


J.B. Hunter 5/8/17
County Commissioner Date

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

Subject: Agreement– Approved – Job & Family Services

Mr. Dhume moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the agreement for early prevention service coordination and central coordination services between council for Union Family and Madison County Family Council for FY2018

AGREEMENT FOR EARLY INTERVENTION SERVICE COORDINATION
AND CENTRAL COORDINATION SERVICES
BETWEEN COUNCIL FOR UNION COUNTY FAMILIES AND MADISON COUNTY FAMILY COUNCIL
FY 2018

The Board of County Commissioners, Union County, Ohio, as the administrative agent for the Council for Union County Families (Union County), 940 London Avenue, Suite 100, Marysville, Ohio, 43040, and the Board of County Commissioners, Madison County, Ohio, as the administrative agent for the Madison County Family Council (Madison County), 200 Midway Street, London, Ohio, 43140, 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;

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 for funds to provide Early Intervention Service Coordination and Central Coordination Services for eligible children and their families residing in Union County, Ohio, for state FY 2108 (July 1, 2017 through June 30, 2018). 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 and to the Ohio Department of Health for Central Coordination Services for eligible children and their families residing in Union County, Ohio, for state FY 2018.
3. If such applications by Madison County are not approved and if no funds are awarded to Madison County to provide Early Intervention Service Coordination and/or Central Coordination Services for eligible children and their families residing in Union County, Ohio, for state FY 2018, then this Agreement will terminate or be amended as required. Provided, however, the parties may mutually agree to continue this Agreement until any final action on any appeal of such denial 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 and Central Coordination Services for eligible children and their families residing in Union County, Ohio, for state

FY 2018, then, to the extent permitted by the funds from such grant, Madison County shall provide necessary and appropriate Early Intervention Service Coordination and Central Coordination 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 employers 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. § 145.038(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.

10. The Madison County shall comply with Title(s) VI and VII of the 1964 Civil Rights Acts, which prohibit discrimination on the basis of RACE, SEX, NATIONAL ORIGIN, AGE, COLOR, ANCESTRY, RELIGION, OR HANDICAP in any facet of the operation.
11. Either party may terminate this Agreement, with or without cause, upon giving the other party thirty (30) days written notice.
12. Madison County shall provide said services for Union County as needed at the request of the Union County from July 1, 2017 through June 30, 2018.
13. The parties further agree that this agreement shall be subject to all conditions of any grant awarded by the Ohio Department of Developmental Disabilities and by the Ohio Dept. of Health.
14. The laws of the State of Ohio shall govern this Agreement.
15. 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 minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision shall be severed from this Agreement and shall not affect the validity or construction of the remainder of this Agreement; that if an unenforceable provision is modified or disregarded 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 modifying or disregarding 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 as written is an essential purpose of this Agreement.
16. Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the following addresses:

(a) As to Madison County:

Board of County Commissioners
1 North Main Street
London, OH 43140

Copy to: Madison County Prosecutor
59 North Main Street
London, OH 43140

(b) As to Union County: Company:

Board of County Commissioners
233 West Sixth Street
Marysville, OH 43040

Copy to: Union County Prosecutor
221 West Fifth Street, Third Floor
Marysville, OH, 43040

Notice shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Each 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, inducements, 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.

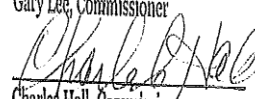
19. Notwithstanding the foregoing, this Agreement shall become effective unless and until the Auditors for Madison County and Union County certify the availability of funds as may be required by law.

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

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY, OHIO


Steve Stolte, Commissioner


Gary Lee, Commissioner


Charles Hall, Commissioner

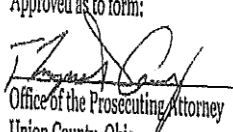
BOARD OF COUNTY COMMISSIONERS
MADISON COUNTY, OHIO

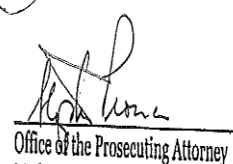

David Dhume, Commissioner


Mark Forrest, Commissioner


David Hunter, Commissioner

Approved as to form:


Office of the Prosecuting Attorney
Union County, Ohio


Office of the Prosecuting Attorney
Madison County, Ohio

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:43 a.m. to discuss economic development and a personnel issue.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 10:13 a.m. No action was taken.

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

Subject: Resolution – Approved – Engineer


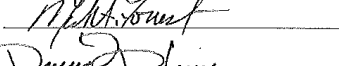
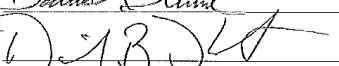

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the resolution authorizing participation in the ODOT winter contract for road salt.

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT WINTER CONTRACT (018-18) FOR ROAD SALT**

WHEREAS, the (MADISON COUNTY ENGINEER, MADISON COUNTY, OHIO) (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-18) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of (2,500) tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2017 through April 30, 2018; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2017. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

	(Authorized Signature)	5/8/17	Approval Date
	(Authorized Signature)	5-8-17	Approval Date
	(Authorized Signature)	5-8-17	Approval Date
	(Authorized Signature)	5/8/17	Approval Date
_____	(Authorized Signature)	_____	Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE
BY NO LATER THAN WEDNESDAY, MAY 10, 2017.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

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

Subject: Vacation Alley – Hearing– Deercreek Township

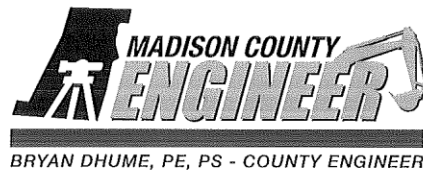
The hearing for the Deercreek Township Alley Vacation took place on Monday May 8, 2017 at 11:00 a.m.

Those Present

- MADISON COUNTY COMMISSIONERS
Alley Vacation
Deercreek Township Hearing
May 8, 2017 11:00 a.m.
1. Bryan Dhume
 2. Boyd Hunter
 3. Robert
 4. Forrest
 5. Dennis
 6. MS
 7. _____
 8. _____
 9. _____
 10. _____
 11. _____
 12. _____
 13. _____
 14. _____
 15. _____
 16. _____
 17. _____
 18. _____
 19. _____
 20. _____
 21. _____
 22. _____
 23. _____

Subject: Vacation Alley – Approved – Deercreek Township

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the alley vacation in accordance with the information below.



MADISON COUNTY COMMISSIONERS
825 US 42 NE
LONDON, OHIO 43140
T: 740-852-9404 | F: 740-852-9530

May 8, 2017

Honorable Board of
Madison County Commissioners
1 North Main St.
London, OH 43140

Re: Deercreek Township Alley Vacation

Gentlemen:

The below unimproved alley was requested to be vacated by Deercreek Township on February 27, 2017 and viewed on April 3, 2017:

Located in Deercreek Township, Town of Lafayette, Gwynne and Minter's Addition, between lots 79 and 80. This unnamed alley begins at First Alley and ends at Cumberland Street, measures 16.5 feet wide and 198 feet long, and is bounded by parcel #05-00016.000 and parcel # 05-00069.000.

After review, it is my recommendation that you pass a resolution declaring the above township road vacated because of the public convenience and welfare per ORC 5553.045. Upon doing so I will prepare the legal descriptions to be filed with the county recorder.

Sincerely,

Bryan D. Dhume, PE, PS
Madison County Engineer

cc: File

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

Subject: Vacation Alley Resolution – Approved – Deercreek Township

Mr. Dhume moved to approve the following resolution:

RESOLVE, that the filing requirements have been met by petitioner, Deercreek Township Trustees, as stated in Ohio Revised Code 5553.045

RESOLVE, to vacate the 16’6” unimproved alley between lots 79 and 80 in the Gwynne and Minter Addition; and

RESOLVE, known as 1575 and 1615 Cumberland Street, from Cumberland Street south to First Alley as required by the United Methodist Church, owner of the adjoining properties.

THEREFORE, the Madison County Board of Commissioners hereby grants the vacation of this alley as requested by the Lafayette United Methodist Church, owner of the adjoining properties. This alley is located in Deercreek Township, Madison County, Ohio.

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

Subject: Meeting Attendance – Approved – Auditor

Mr. Hunter moved per the request of Jennifer Hunter, Auditor, to approve the required meeting attendance and in compliance of Section 325:20 or the ORC for the following:

Debbie Duffey and Billye Crawford to “CAAO Summer Conference.” June 12-14, 2017 in Mason, Ohio. Cost \$1,400.00.

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

Mark Forrest

David Dhume

David Hunter

ATTEST: _____