

Commissioners Journal # 86 Page 158

May 8, 2017

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.

**Dave Yost**  
Ohio Auditor of State

Check Number: 0346

DATE: 05/08/17

AMOUNT: \$3,095.50

FOR: MADISON COUNTY PROFESSIONAL SERVICES

DATE: 05/08/17

AMOUNT: \$3,095.50

DATE: 05/08/17

AMOUNT: \$3,095.50

DATE: 05/08/17

AMOUNT: \$3,095.50

Current Invoice Charge Data:

Account	Invoice Number	Invoice Date	Invoice Amount
1000-A01A-5-0045	0346	05/08/17	\$3,095.50

Invoice Number	Invoice Date	Invoice Amount
0346	05/08/17	\$3,095.50

**Dave Yost**  
Ohio Auditor of State

Check Number: 0346

DATE: 05/08/17

AMOUNT: \$3,095.50

FOR: MADISON COUNTY PROFESSIONAL SERVICES

DATE: 05/08/17

AMOUNT: \$3,095.50

DATE: 05/08/17

AMOUNT: \$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.

Burnett Stephens T1010070LD

**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.



Check no. Number: 2012  
MADISON COUNTY PARK DIST  
5557 HERRICK  
PO BOX 418  
LONDON OH 43140

**Invoice for Services**

Pay to Contact No.  
1813282879  
Issued: May 14

**Account Summary**

Police Station	\$100.00
Current Charges	\$213.50
Payment Conf'd	-\$200.00
Current Balance	\$116.50
Interest Total	40.00
Payment Due Date	5/15/2017

Current Invoice Charge Detail


Invoice	Invoice Description	Invoice No.	Invoice Date	Amount
20160209-0414	Police District 7	20160209-0414	02/09/16	\$41.00
	Police District 5	20160209-0414	02/09/16	\$72.50
		<b>20160209-0414</b>		<b>\$113.50</b>

Transactions

Invoice	Description	Amount
20160209-0414	Police District 7	\$41.00
20160209-0414	Payment	-\$200.00
20160209-0414	Bank Auth - 20160209-0414	\$72.50

\*Now available Online customer information and the bookkeeping department. For more information, please call 800-368-6868 or visit our website at www.auditor.state.oh.us

Current	1/1/16	3/1/16	5/1/16	7/1/16	9/1/16
\$113.50	\$113.50	\$113.50	\$113.50	\$113.50	\$113.50



File Check Payable To:  
Treasurer of State of Ohio

Send To:  
Dave Yost  
Attn: State Auditor  
Accounts Receivable Office  
P.O. Box 112025  
Cincinnati, OH 45211-1205

Without Due: 05/15/17  
Payment Due Date: 05/15/17  
Customer Number: 2012  
Customer Name: MADISON COUNTY PARK DIST

Apply Payment To:  
- Bank Auth - 20160209-0414  
- Other

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

MEMORANDUM

RE: JCS

This Subgrant Agreement is entered into between the Ohio Department of Job and Family Services (hereinafter referred to as "OJFS") the Ohio Department of Medicaid (hereinafter referred to as "ODM") and the Madison County Board of County Commissioners (hereinafter referred to as "County") in accordance with Sections 109.11, 109.14 and 109.15 of the Revised Code (RC).

The intent of this Subgrant Agreement is to establish between OJFS, ODM and the County the authority of this "grant through which" and a "federal" or "state" grant as used in OAC 109.220, promulgated by the United States Office of Management and Budget (OMB).

This Subgrant Agreement is applicable to all subgrants by OJFS and ODM to Madison County by the operation of the Madison County Department of Job and Family Services (JCS), and a combined agency and performance of OJFS duties as both in OAC Section 109.24, and of public welfare services agency (PWSA) duties and of child support enforcement agency (CSEA) duties. It is not applicable to subgrants funded or authorized by the Welfare Investment Act (WIA), the Welfare Investment and Opportunity Act (WIOA), OAC Chapter 141, the Wagner-Peyser Act, or any other funds for which the United States Department of Labor is responsible to fund or which is managed. Subgrants subject to this Subgrant Agreement include all subgrants of grant awards to the State of Ohio by the United States Department of Health and Human Services (HHS) and the United States Department of Agriculture (USDA). Subgrants subject to this Subgrant Agreement are not in research and development programs.

DEFINITIONS

- A. "County family services agency" means a county department of job and family services, a public welfare service agency and a child support enforcement agency, as designated by the board of county commissioners in OAC Section 109.24. County family services agency also means a JCS/CSEA funded by a grant agreement entered into between boards of county commissioners as described in OAC Section 109.24.
- B. "Treatment" means OJFS and ODM under the terms of this Subgrant Agreement.
- C. "Family services staff" means a staff assigned by state law to a county family services agency to perform all federal and state duties associated with the performance of these laws. Family services staff does not include duties or activities funded or authorized by the Welfare Investment Act (WIA), the Welfare Investment and Opportunity Act (WIOA), OAC Chapter 141, the Wagner-Peyser Act or any other funds for which the United States Department of Labor is responsible to fund or which is managed.
- D. "Financial assistance" means all cash, administrative, donations of funds, and other property provided by the Department 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, promulgated by the Ohio General Assembly, the RC, executive law included in an Administrative Code (AC) rule, any Federal State Agreement or other plan, any OAC Chapter 141 federal statute or regulation has made applicable to state and local governments, and any Governor's Executive Order to the extent that they apply to counties. The term "state and federal laws" also only includes all state and federal laws in the existing or the effect of this Subgrant Agreement, but does not include state and federal laws that are enacted, amended, revised, repealed, or rescinded on or after the effective date of this Subgrant Agreement.

Madison County DEPARTMENT OF JCS 05/08/17 700743

- F. "Subgrant" has the same meaning as "grant agreement" as that term is defined in OAC Section 109.24(A)(1).
- G. "Subgrant agreement" has the same meaning as "grant agreement" as that term is defined in OAC Section 109.24(A)(1).

WHEREFORE, IN COORDINATION OF THE MUTUAL OBLIGATIONS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT/AGREEMENT

- A. The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions, and requirements governing the establishment and use of the financial assistance needed by or used by the Madison County DEPARTMENT OF JCS.
- B. This Subgrant Agreement is entered into by the Board on behalf of Madison County and of the Madison County DEPARTMENT OF JCS (hereinafter collectively referred to as "Subgrantee").

ARTICLE II. STATUTORY AUTHORITY OF DEPARTMENTS

As a condition through which under OAC 109.220 (Uniform Guidelines), the Department 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 financial awards to the Subgrantee subject to OAC Section 109.23.
- C. Require 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 OJFS enforcement action against the Subgrantee will be taken in accordance with OAC Section 109.24, unless another statute provides authority for a different action. If OJFS takes an action authorized by OAC Section 109.24, OJFS 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 OAC Section 109.24, except as provided by Section 109.24(B).

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

As a subrecipient of the state of Ohio under OAC 109.220 (Uniform Guidelines), Subgrantee must:

- A. Ensure that the funds included in this Subgrant Agreement are used in the family services duties for which the grants are awarded and 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 OJFS and use the OJFS designated software programs to report financial and other data according to the standards established by OJFS. Subgrantee will provide to OJFS all program and financial reports and updates in accordance with the timeliness schedule, formats and other requirements established by OJFS.

Doreen Goughen T.1610270.D

Ohio Code CHAPTER 6311.01 Page 111

- C. Promptly reimburse OHSF for amount the Subgrantee is responsible for, pursuant to order the Deputy and Under Director (2) of OHS Section 5112.01, of which the Department pays any early because of an advance and funding advance quality control finding and satisfaction of federal financial participation, or other action to comply.
- D. Promptly reimburse the Department, the amount of any such methods or reasonable fees paid to Subgrantee by OHSF.
- E. Take prompt corrective action, including paying amounts resulting from an advance finding, finding, or penalty, if the Department, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with its conditions, requirements, and restrictions applicable to the funding services it provides to the Subgrantee is notified that compliance has not been achieved.
- F. Where Subgrantee obtains reimbursements or other payments from the Department, promptly notify OHSF and request direction as to the manner in which such payments shall be made, where the Department issues reimbursements or other payments due the Department and OHSF notifies Subgrantee, approval shall be made in the manner specified by the Department.
- G. Make records available to the Department, the Auditor of State, federal agencies, and the authorized governmental agencies to review, audit and investigate.
- H. Provide and ensure the existence and availability of financial records for the purpose of enabling any federal funding for eligible operating expenses incurred by Subgrantee. Subgrantee must also ensure that any existing books, regardless of their source, that Subgrantee manages are clearly identified and used in accordance with federal and state law and the requirements of this Subgrant Agreement.
- I. Maintain documentation of all subgrant related activity in accordance with the requirements of OAC Section 5112.03.
- J. Comply with all requirements of state and federal laws which are required by OAC Section 5112.01 to be included in a county within scope of standards of conduct and with all additional requirements and prohibitions specified in that administrative rule.
- K. Comply with Title IV of the Child Support Act of 1991 (42 U.S.C. § 2020 et seq.), Title IV of the Education Amendments of 1972 (20 U.S.C. § 1911 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. § 12101 et seq.) et 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 80.1 and 82, and Department of Agriculture, Food and Nutrition Services (FNS) directives and prohibitions to be observed, no person shall on the grounds of race, color, national origin, sex, age, disability or political beliefs or associations, 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 file necessary to incorporate paragraph C, above, the 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 subgrants or do contracts to incorporate paragraph A, above, in all of existing agreements and contracts that are linked 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 of entities with which subgrants and contracts to post the December 2015 version of the AD-4757 Field Book for NF post.

ARTICLE IV EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from July 1, 2017, through June 30, 2024, unless the Subgrant Agreement is suspended or terminated pursuant to ARTICLE VII prior to the above term of effect.

Ohio Code CHAPTER 6311.01 Page 112

- B. In addition to Article VIIA above, this expressly understood by the Department 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 writes, pursuant to OAC Section 127.33, that there is a balance in the appropriation of funds available 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 past specific terms and conditions such as, but not limited to, the applicable period of performance, will be provided to Subgrantee in federal notices. The Department will provide the funding response to perform the Subgrant activities described in ARTICLE II of this Subgrant Agreement. This amount will be determined by the methodology required by OAC 5112.05. OHSF will notify Subgrantee of notices in subgrant amounts and terms through the issuance of supplementary notices as changes arise.
- B. Subgrantee will not cash draw to the minimum amount needed for award, immediate requirements in accordance with the Cash Management Improvement Act, 31 CFR 205, 45 CFR 205 and 2 CFR 401, and OHSF requirements including Chapter 7 of the Final Administrative Procedures Manual. Subgrantee agrees that amounts submitted as the basis for claims for reimbursement will not exceed the amount of actual cost expenditures for directly applicable program under the terms of the subgrant agreement.
- 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 after the Department Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, and Director may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of federal assistance as the Director determines appropriate. If the Ohio General Assembly or the external funding source fails at any time to continue funding the Department for the payments due under this Subgrant Agreement, this Subgrant Agreement will be terminated as of the date funding program is not further obligated by the Department or the State of Ohio.
- D. In all circumstances under which budgetary information is maintained or is required to be maintained for a period, Subgrantee must be able to reconcile budgetary expenditures to actual costs when required by the Department.
- 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 OAC 2 CFR 200, 2 CFR 200, 2 CFR 401, as well as 45 CFR 205, 45 CFR 205, and 45 CFR 205, including but not limited to, the following federal rules:
  - 1. Standards for financial management systems. Subgrantee and its subgrantees will comply with the requirements of 45 CFR 205.20 and 2 CFR 401.1, including but not limited to:
    - a. Fund 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 to a legally budgeted amount,
    - e. Source documentation, and
    - f. Cash management.
  - 2. Period of performance and availability of funds. Pursuant to 45 CFR 205.338 and 2 CFR 401.1, Subgrantee and its subgrantees may charge to the award only costs resulting from obligations incurred during the funding period specified in the notice under Article VIIA, above, unless notified by OHSF that suspension of these balances is permitted, in which case the suspension 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 OHSF, and it cannot be delayed.

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- 3. **Cost sharing in matching:** Pursuant to 43 CFR 41.401 and 43 CFR 401.401, cost sharing in matching requirements applicable to the federal program must be satisfied by eligible costs incurred or expended by the contractor and not be directly billed and used in accordance with applicable federal and state law.
- 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 43 CFR Section 401.401, additional local funds for matching funds in the event that the state funding allocated for the program is exhausted.
- 4. **Program Income:** Program income must be used as specified in 43 CFR 41.401 and 43 CFR 401.401.
- 5. **Real Property:** If Subgrantee is authorized to use Subgrant funds for the acquisition and property, the use, and disposition of the real property will be governed by the provisions of 43 CFR 41.401 and 43 CFR 401.401.
- 6. **Equipment:** The 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 43 CFR 41.401 and 43 CFR 401.401.
- 7. **Supplies:** The use and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 43 CFR 41.401 and 43 CFR 401.401.
- 8. Subgrantee expressly certifies that neither it, nor any of its principals, is debarred or suspended or is otherwise excluded from a federal or state program to participate in federal assistance programs.

ARTICLE VI. DUTY OF SUBGRANTEE

- A. Subgrantee agrees to provide to federal funds as required by 43 CFR 401.204. Subject to the financial requirements of 43 CFR 401.204, 43 CFR 401.401, and 43 CFR 401.402, Subgrantee must ensure that the entirety of which they are a part has an audit as required in 43 CFR 401.204 that covers funds received under this Subgrant Agreement. Costs of such audits are allowable as provided in 43 CFR 401.402. Subgrantee must send one (1) copy of the final audit report to the ODFWS Office of Fiscal and Monitoring Services, Audit Function Section, at 30 East Broad Street, 33rd Floor, Columbus, Ohio 43215, within the timeframe 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 (ON BEHALF OF THE FEDERAL GOVERNMENT)

- 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 Department's Director and the Board, and the termination agreement is signed by a majority of the Board. An agreement to terminate is effective on the date of the date stated in the agreement to terminate. The date is signed by all parties, or the date the termination agreement is signed by a majority of the Board.
  - 2. If 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 date of the termination date specified in the termination notice or the 90th 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 or state agency, or a legal conflict affecting the operation of the Subgrant Agreement. In the event of such a termination, ODFWS 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.

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- C. Pursuant to 43 CFR Section 401.204, 43 CFR 401.401, and 43 CFR 401.402, 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 activities not in compliance;
  - 3. Wholly or partly suspend or terminate the amount owed for the Subgrantee or its subgrantee(s) Subgrant activity;
  - 4. Withhold future 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 connected to the suspended or terminated Subgrant activities;
  - 3. Prepare and furnish a report to ODFWS, 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 ODFWS from Subgrantee that concern this award, termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the ODFWS Deputy Director of Fiscal and Monitoring Services at 30 East Broad Street, 33rd Floor, Columbus, Ohio 43215, with a copy to the OCM Civil Legal Counsel at 50 West Broad Street, 5th Floor, Columbus, Ohio 43215.
- B. Notices to the Subgrantee from ODFWS 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).

Current Document: Y1010070.D

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ARTICLE II. AGREEMENT, AMENDMENT, AND SIGNATURES

- A. Amendment. This document, along with any related exhibits, constitutes the entire agreement between the Department and Subgrantee. No request for amendment shall be made by either party after the date of the execution of this Subgrant Agreement. The Department and Subgrantee agree that any amendments to this agreement shall be made in the written form of this Subgrant Agreement and not orally. Any written amendment to this Subgrant Agreement shall be prepared in duplicate.
- B. Force of the Department retains a need for compliance of various terms and conditions (COP) of this Subgrant Agreement. The Department and Subgrantee agree that any amendments to this agreement shall be made in the written form of this Subgrant Agreement and not orally.
- C. Attitude. COPS will provide information concerning changes in the requirements of the Subgrant Agreement to the Subgrantee. Any amendments to this Subgrant Agreement shall be made in the written form of this Subgrant Agreement and not orally.
- D. Subgrants
  - 1. Any subgrants made by Subgrantee to another governmental entity, voluntary agency, other agency, or non-profit organization shall be made in accordance with 43 CFR 75.321 and 43 CFR 75.322 and shall comply with the requirements of 43 CFR 75.321 and 43 CFR 75.322 as applicable, as well as the terms of this Subgrant Agreement. Any award of a subgrant to another entity shall be made by means of a written subgrant agreement which requires the entity awarded the subgrant to comply with all conditions, requirements, and restrictions applicable to Subgrantee regarding the grant that Subgrantee is subject to in writing, including the conditions, requirements, and restrictions of 43 CFR 75.321.
  - 2. Department and Subgrantee. As provided in 43 CFR 75.321 and 43 CFR 75.322, Subgrantee, its principal, and its subgrantee(s) shall not award any award to a person or entity that is not eligible for participation in federal assistance programs. Prior to making any such award or providing any such award, Subgrantee shall ensure that the entity 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) shall use fair and documented processes of procurement, the procedures shall conform to all applicable federal laws, including, as applicable, 43 CFR 75.321 and 43 CFR 75.322 through 43 CFR 75.325 to the extent of conflict between federal, state, and local requirements, the FAR and the FAR supplement.
  - 4. Working. Subgrantee shall manage and monitor the entire operation of Subgrant as provided in writing, including such project, program, subgrant, and location approved by the Subgrantee, to ensure compliance with all applicable federal and state requirements, including 43 CFR 75.321, 43 CFR 75.322, and 43 CFR 75.323. If Subgrantee discovers that subgrantee(s) is not in compliance with applicable federal laws, Subgrantee shall take such action as may be necessary to ensure compliance.
  - 5. Civilian Personnel through Subgrantee. Subgrantee shall provide for the recruitment, selection, and retention of civilian personnel for the Subgrant Agreement and an appropriate number of staff positions as may be required.

ARTICLE III. MISCELLANEOUS PROVISIONS

- A. Limitation of Liability. To the extent permitted by law, COPS agrees to be responsible to any liability directly arising from any act or omission of COPS. To the extent permitted by law, COPS agrees to be responsible to any liability directly arising from any act or omission of COPS. To the extent permitted by law, Subgrantee agrees to be responsible to any liability directly arising from any act or omission of Subgrantee.

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negotiated by Subgrantee. It is understood that any party shall be liable for any direct or consequential damages, except if the Department or Subgrantee has a shall have been aware of the possibility of such damages.

- B. This Subgrant Agreement will be prepared, executed, 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 authority, the remaining portions of this Subgrant Agreement will not be affected, as long as the absence of the legal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- C. Nothing in this Subgrant Agreement shall be construed as creating an obligation for any award or level of funding, resources, or other commitment by the Department to the Subgrantee, to any county agency, or any other agency that is not specifically set forth in this Subgrant Agreement. Nothing in this Subgrant Agreement shall be construed as creating a cause of action in any state or federal court or in an administrative forum against the State of Ohio or the Department, or any of the officers or employees of the State of Ohio or the Department.

Signature Page Follows

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Madison County DJFS/PCSA/CSEA

G-1819-11-5770

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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.

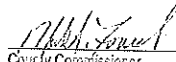
Madison County DJFS/PCSA/CSEA

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES


  
CDJFS/PCSA/CSEA Director (1) 5/8/17  
Date


Cynthia C. Dungey, Director Date

OHIO DEPARTMENT OF MEDICAID

  
County Commissioner 5-8-17  
Date

Barbara R. Sears, Director Date

  
County Commissioner 5-8-17  
Date

  
County Commissioner 5/8/17  
Date

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

Barrett Duesman T101007620

Subject: Agreement— Approved – Job & Family Services

Mr. Dume 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

6/3  
2017

RESOLUTION NO. 2017-15  
UNION COUNTY BOARD OF COMMISSIONERS  
FISCAL YEAR 2018

That the Board of Commissioners, Union County, Ohio, in the administration of the Board of Commissioners, Union County, Ohio, do hereby approve, subject to the approval of the Board of Commissioners, Madison County, Ohio, the following agreement for the provision of early prevention service coordination and central coordination services between the Council for Union Family and Madison County Family Council for FY2018:

Witness the hand of the presiding officer of the Board of Commissioners, Union County, Ohio, and the seal of said Board, this 15th day of May, 2017.

Witness the hand of the presiding officer of the Board of Commissioners, Madison County, Ohio, and the seal of said Board, this 15th day of May, 2017.

Witness, Madison County, Ohio, do hereby approve, subject to the approval of the Board of Commissioners, Madison County, Ohio, the following agreement for the provision of early prevention service coordination and central coordination services between the Council for Union Family and Madison County Family Council for FY2018:

Witness, Madison County, Ohio, do hereby approve, subject to the approval of the Board of Commissioners, Madison County, Ohio, the following agreement for the provision of early prevention service coordination and central coordination services between the Council for Union Family and Madison County Family Council for FY2018:

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

1. Union County agrees to fund, support Madison County operations to the extent of its responsibility for the provision of early prevention service coordination and central coordination services for eligible children and their families residing in Union County, Ohio, for the fiscal year ending 6/30/18. Union County will cooperate with Madison County by providing any additional resources or equipment necessary to complete the operations for each child.
2. Madison County agrees to submit timely applications for and funds to the Ohio Department of Developmental Disabilities to provide early prevention service coordination and central coordination services for eligible children and their families residing in Union County, Ohio, for the fiscal year ending 6/30/18.
3. Each party, upon being approved, shall provide a copy of the agreement to the Board of Commissioners of the other party. The agreement will be provided in a signed format. However, the parties may mutually agree to execute this Agreement without any formal approval of each party to sign the agreement of the other party to sign and approved.
4. Each party, upon being approved, shall provide a copy of the agreement to the Board of Commissioners of the other party. The agreement will be provided in a signed format. However, the parties may mutually agree to execute this Agreement without any formal approval of each party to sign the agreement of the other party to sign and approved.

It shall, 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 3301-8-01, the Help Me Grow Program;
- e. Coordinate and consult 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 rendered 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, FECS, 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(1). 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. § 145.05(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



... shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received upon the return receipt is signed or refused. Each party, by notice given hereunder, may designate any further or different address to which subsequent notices, conditions, 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.

10. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, agreements, instruments, 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, exhibit 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.

11. 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 retained 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.

12. 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.


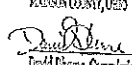
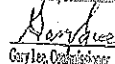
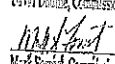

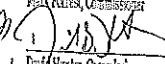


IN WITNESS WHEREOF, the respective parties have signed this Agreement on the date indicated:

(3) to Madison County  
 Board of County Commissioners  
 1100 West Street  
 London, OH 43140

Copy to: Madison County Prosecutor  
 53 West Main Street  
 London, OH 43140

(3) to Union County Courthouse  
 Board of County Commissioners  
 111 West Main Street  
 Marysville, OH 43153

Copy to: Union County Prosecutor  
 224 West Fifth Street, Third Floor  
 Marysville, OH 43153

BOARD OF COUNTY COMMISSIONERS UNION COUNTY, OHIO	BOARD OF COUNTY COMMISSIONERS MADISON COUNTY, OHIO
 Steve Stille, Commissioner	 David Dhume, Commissioner
 Gary Lee, Commissioner	 Mark Forrester, Commissioner
 Charles Hall, 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.

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**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**

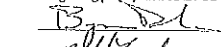

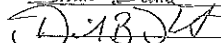
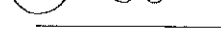
Mr. Hunter moved per the request of Bryan Dhume, Engineer, to approve the resolution authorizing participation in the ODOT winter contract for road salt.

**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 its 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](mailto: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 or for 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 UNRELIABLE 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.

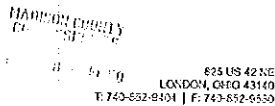
Those Present

MADISON COUNTY COMMISSIONERS  
Alley Vacation  
Deercreek Township Hearing  
May 8, 2017 11:00 a.m.

1	<i>Bryan Dhume</i>
2	<i>Forrest</i>
3	<i>Hunter</i>
4	<i>...</i>
5	<i>...</i>
6	<i>...</i>
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23	<i>...</i>

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.



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 varied on April 3, 2017:

Located in Deercreek Township, Town of Lafayette, Guyton and Minter's Addition, between lots 79 and 80. This unnamed alley begins at First Alley and ends at Cumberland Street, measures 19.5 feet wide and 199 feet long, and is bounded by parcel #05-00016.000 and parcel # 05-00063.000.

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 6353.015. Upon doing so I will prepare the legal descriptions to be filed with the county recorder.

Sincerely,

*Bryan Dhume*  
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:

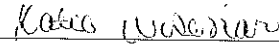
Debbie Duffey and Billye Crawford to "CAAO Summer Conference." June 12-14, 2017 in Mason, Ohio. Cost \$1,400.00.

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:   
Kacie Wagoner