

Commissioners Journal # 86 Page 517

September 11, 2017

**Subject: Bills – Approved – Madison County**

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

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

**Subject: Budget Revision – Approved – Veterans**

Mr. Dhume moved per the request of Jennifer Moore, CVSO, to approve the budget revision for the following:

Decrease: Other Expenses (1000-A09C-5-0046) in the amount of \$4,745.00.

Increase: Equipment (1000-A09C-5-0070) in the amount of \$4,745.00.



**Madison County Veterans Service  
Commission**

1 N. Main Street Room 011  
London, Ohio 43140  
PH (740) 352-0576  
FX (740) 352-5597

## Memo

**To:** Madison County Commissioners  
**From:** Madison County Veterans Service Center – Jennifer L. Moore  
**cc:**  
**Date:** 9/8/2017  
**Re:** Transfer of funds

County Commissioners, please adjust the following line items.

**Take from:**

Other Expenses – 1000-A09C-50046 - \$ 4,745.00

**Transfer to:**

Equipment – 1000-A09C-50070 - \$ 4,745.00

Please contact me if there are any questions or concerns about this matter.

Thank you,

Jennifer L. Moore

2017 SEP - 8 2:10:15  
MADISON COUNTY  
COMMISSIONERS

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

Subject: Budget Revision - Approved - Courthouse Repairs

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

Decrease: Commissioners Health (1000-A01A-5-0100) in the amount of \$1,446.39.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$1,446.39.

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

Subject: Budget Revision - Approved - Commissioners Supplies

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

Decrease: Commissioners Health (1000-A01A-5-0100) in the amount of \$62.00.

Increase: Commissioners Supplies (1000-A01A-5-0030) in the amount of \$62.00.

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

Subject: Increase PO Funding - Approved - Block Grant

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

Increase: PO#1383 Fed Block Grant 15 Expenses (2059-T200-5-0815) in the amount of \$11,447.84.

**CDC OF OHIO, INC.**

1000 EAST MAIN STREET  
COLUMBUS, OHIO 43260-1333  
614.297.2222  
www.cdc.ohio.gov

Madison County Commissioners  
1000 East Main Street  
Columbus, OH 43260  
Attn: Judy Williams  
Fax: 614.297.2222

April 3, 2017

Madison County Commissioners  
Madison County Court House  
P.O. Box 614  
Lombard, OH 43140  
Attn: Judy Williams

Re: Madison County's FY 17 COVID Program  
Dear Sirs,

Enclosed are the invoices associated with Drive NLS & along with a copy of the order. This invoice is a copy of a scanned invoice.

Invoice Number	Invoice Date	Invoice Total	PO Number	PO Date
10000000000000000000	4/3/17	\$11,447.84		

Please provide the invoice for payment when the funds arrive at the County. Keep copies of the check for files.

Have the enclosed a copy of the CDC's Cash Disbursement Record, which reports the amount of the check. Please have this recorded in the log.

Sincerely,  
Michelle W. Stapp  
County Executive

Michelle County Auditor  
1000 East Main Street  
Columbus, OH 43260

**MD**  
Madison County  
1000 East Main Street  
Columbus, OH 43260  
614.297.2222  
www.mdc.com

**410.0501 COUNTY**  
614.297.2222  
20157-D-000000000000  
www.mdc.com

**Invoice**  
Invoice # 0216158  
Customer: Madison County Comdis  
Date: 10/2/2017  
Order: 0028559

**PO#**  **PO#**

**City of Mt Sterling**  
John March  
1014 E. Lincoln  
Mt Sterling OH 42343

Purchase Order	Ship Via	ASN	Entered By	Delta	Ship Date	Due Date
PO#	PO#	Description	PO#	PO#	PO#	PO#
Facel 824 S&X		8" x 14" Envelopes Street Name Sign 2 Side Top	45	0	0	25.24
Facel 825 S&X		8" x 14" Envelopes Street Name Sign 2 Side Top	20	0	0	25.24
Facel 826 S&X		8" x 14" Envelopes Street Name Sign 2 Side Top	13	0	0	25.24
Facel 827 S&X		8" x 14" Envelopes Street Name Sign 2 Side Top	25	0	0	25.24
U_POST 1200CX100		U Post Cap Envelopes 100 Degree of 5 1/2" Side Holder - Powder Coated Black	18	0	0	8.00
CROSS 1200CX100		Cross Place Envelopes 100 Degree of 5 1/2" Side Holder - Powder Coated Black	37	0	0	1.00
Miscellaneous - Sign		Sign Holder - Powder Coated Black	51	0	0	11
Post - H		12 X 18 U Channel Post - Black	100	0	0	100
CROSS 1200CX100		Cross Place Envelopes 100 Degree of 12" Side Holder - Powder Coated Black	65	0	0	65
U_POST 1200CX100		U Post Cap Envelopes 100 Degree of 12" Side Holder - Powder Coated Black	65	0	0	88
OVERSIGHT		Overhead Sign Wire Bracket - 104	22	0	17	15
CROSS 1200CFAN		Cross Place Envelopes 100 Degree of 12" Side Holder - Powder Coated Black	4	0	0	4
CROSS 1200CFAN		Cross Place Envelopes 100 Degree of 12" Side Holder - Powder Coated Black	1	0	0	4
Over Sign Misc - Sign		12" x 18" Sign Stand Sign with Center Hinge - Double Sided	1	0	0	100.00

**Dollar Tracking Numbers: Dollars**

NO Payment will be accepted without prior authorization.  
The signed receipt from the transportation company constitutes delivery to post office.  
NOTE: A finance charge of 1% monthly interest rate will be charged on balances which exceed terms shown on invoice.

2017-08-01-17

11,447.84

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

Daron Bohner T110107010

Subject: Monthly Statement – Approved – County

Mr. Dhume moved to approve the County's monthly statement of cash and revenue expenses.

Madison County		Statement of Cash from Revenue and Expense						Statement of Cash from Revenue and Expense							
Fund	Detail	Beginning Balance	Revenues	Expenses	Transfer in	Transfer out	Ending Balance	Fund	Detail	Beginning Balance	Revenues	Expenses	Transfer in	Transfer out	Ending Balance
00	GENERAL	230,000	1,000,000	200,000	500,000	300,000	230,000	00	ADULT DAY CARE	500	500	500			500
00	001	230,000	1,000,000	200,000	500,000	300,000	230,000	00	001	500	500	500			500
00	001000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	001000000	500	500	500			500
00	002	230,000	1,000,000	200,000	500,000	300,000	230,000	00	002	500	500	500			500
00	002000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	002000000	500	500	500			500
00	003	230,000	1,000,000	200,000	500,000	300,000	230,000	00	003	500	500	500			500
00	003000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	003000000	500	500	500			500
00	004	230,000	1,000,000	200,000	500,000	300,000	230,000	00	004	500	500	500			500
00	004000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	004000000	500	500	500			500
00	005	230,000	1,000,000	200,000	500,000	300,000	230,000	00	005	500	500	500			500
00	005000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	005000000	500	500	500			500
00	006	230,000	1,000,000	200,000	500,000	300,000	230,000	00	006	500	500	500			500
00	006000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	006000000	500	500	500			500
00	007	230,000	1,000,000	200,000	500,000	300,000	230,000	00	007	500	500	500			500
00	007000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	007000000	500	500	500			500
00	008	230,000	1,000,000	200,000	500,000	300,000	230,000	00	008	500	500	500			500
00	008000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	008000000	500	500	500			500
00	009	230,000	1,000,000	200,000	500,000	300,000	230,000	00	009	500	500	500			500
00	009000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	009000000	500	500	500			500
00	010	230,000	1,000,000	200,000	500,000	300,000	230,000	00	010	500	500	500			500
00	010000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	010000000	500	500	500			500
00	011	230,000	1,000,000	200,000	500,000	300,000	230,000	00	011	500	500	500			500
00	011000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	011000000	500	500	500			500
00	012	230,000	1,000,000	200,000	500,000	300,000	230,000	00	012	500	500	500			500
00	012000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	012000000	500	500	500			500
00	013	230,000	1,000,000	200,000	500,000	300,000	230,000	00	013	500	500	500			500
00	013000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	013000000	500	500	500			500
00	014	230,000	1,000,000	200,000	500,000	300,000	230,000	00	014	500	500	500			500
00	014000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	014000000	500	500	500			500
00	015	230,000	1,000,000	200,000	500,000	300,000	230,000	00	015	500	500	500			500
00	015000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	015000000	500	500	500			500
00	016	230,000	1,000,000	200,000	500,000	300,000	230,000	00	016	500	500	500			500
00	016000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	016000000	500	500	500			500
00	017	230,000	1,000,000	200,000	500,000	300,000	230,000	00	017	500	500	500			500
00	017000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	017000000	500	500	500			500
00	018	230,000	1,000,000	200,000	500,000	300,000	230,000	00	018	500	500	500			500
00	018000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	018000000	500	500	500			500
00	019	230,000	1,000,000	200,000	500,000	300,000	230,000	00	019	500	500	500			500
00	019000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	019000000	500	500	500			500
00	020	230,000	1,000,000	200,000	500,000	300,000	230,000	00	020	500	500	500			500
00	020000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	020000000	500	500	500			500
00	021	230,000	1,000,000	200,000	500,000	300,000	230,000	00	021	500	500	500			500
00	021000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	021000000	500	500	500			500
00	022	230,000	1,000,000	200,000	500,000	300,000	230,000	00	022	500	500	500			500
00	022000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	022000000	500	500	500			500
00	023	230,000	1,000,000	200,000	500,000	300,000	230,000	00	023	500	500	500			500
00	023000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	023000000	500	500	500			500
00	024	230,000	1,000,000	200,000	500,000	300,000	230,000	00	024	500	500	500			500
00	024000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	024000000	500	500	500			500
00	025	230,000	1,000,000	200,000	500,000	300,000	230,000	00	025	500	500	500			500
00	025000000	230,000	1,000,000	200,000	500,000	300,000	230,000	00	025000000	500	500	500			500



Dorsett-DeWaters, T. (10/02/2017)

Fund	Description	Statement of Cash from Revenue and Expense					Ending Balance	Message
		Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD		
7315	AGENCY UNCL. MONEY	\$213,738.03	\$58,635.06	\$13,732.65	\$251,701.33	\$0.00	\$251,701.33	
7320	AGENCY AUTO REGISTRATION	\$5,847.63	\$140,078.61	\$138,767.72	\$8,158.77	\$0.00	\$9,158.77	
7321	AGENCY CORP. M.V. PERMISSIVE TX	\$1,091.78	\$82,773.08	\$82,770.08	\$1,091.78	\$0.00	\$1,091.78	
7325	AGENCY GENERAL TAX	\$1,838,191.05	\$19,094,657.27	\$19,724,316.08	\$1,206,502.24	\$0.00	\$1,206,502.24	
7326	AGENCY ESTATE TAX	\$4,151.81	\$0.00	\$4,151.81	\$0.00	\$0.00	\$0.00	
7327	AGENCY OHIO HOUSING TRUST FUND	\$51,822.35	\$113,735.10	\$127,544.60	\$38,012.65	\$55,152.43	(\$47,139.58)	
7328	AGENCY PERS. PROPERTY	\$1,850.87	\$28,595.54	\$28,595.54	\$1,850.87	\$0.00	\$1,850.87	
7329	AGENCY MOBILE HOME TAX	\$18,793.28	\$91,692.34	\$104,630.60	\$4,460.10	\$0.00	\$4,460.10	
7330	AGENCY CIGARETTE TAX	\$72.31	\$4,192.13	\$4,193.60	\$70.84	\$0.00	\$70.84	
7331	AGENCY LOCAL GOVT.	\$85,472.47	\$1,326,548.19	\$1,353,261.08	\$58,759.49	\$0.00	\$58,759.49	
7332	AGENCY TWP. GAS/CENTS/GAL	\$0.00	\$813,153.60	\$813,153.60	\$0.00	\$0.00	\$0.00	
7333	AGENCY LA. GOVT. REV. ASST	\$16,550.35	\$0.00	\$0.00	\$16,550.35	\$0.00	\$16,550.35	
7334	AGENCY LAW LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7340	CLERK OF COURTS COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8000	AGENCY PROJECT PASS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8006	FED. CHAPTER I FLOW THRU GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PR00	AGENCY PAYROLL CLEARING	(\$11,693.68)	(\$3,438.24)	\$4,230.32	(\$19,412.14)	\$0.00	(\$19,412.14)	
<b>Grand Total:</b>		<b>\$23,077,165.26</b>	<b>\$84,126,491.61</b>	<b>\$80,695,071.08</b>	<b>\$26,307,685.79</b>	<b>\$6,900,842.63</b>	<b>\$19,406,843.16</b>	

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

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Director, to approve the contract between Family & Children and Robin Jones Shepherd for wraparound services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
VENDOR CONTRACT

This contract is entered into on Sept 4, 2017 between the Madison County Department of Family & Children (Agency), 200 McKinley St., London, OH 43040 and Robin Jones Shepherd for the purchase of wraparound services (see Attachment 1)

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services to be used by the Madison County Department of Family & Children in the administration of wraparound services. This Contract is not intended to and does not establish a sub-contractor or sub-grantee relationship as those terms are defined in either 109A.202 or in the federal grant management "contract rule".

Article 1 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the funds. The Agency agrees that reimbursement of all contractual costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the required services or products in accordance with the contract (see Attachment 1).

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor \$24 per hour for consultation, instruction, data collection, team meetings, monitoring, training and administrative services, and \$3.00 per mile mileage reimbursement from office location, 200 McKinley St., London, OH 43040.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will invoice each invoice, if applicable.

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a residence address;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds appropriations made by the Ohio General Assembly, and appropriations by the Madison Board of County Commissioners.

Barnett Brothers T16 (02/14) D

Work not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the goods or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated to bill for any other payments due or for any damages resulting from termination under this provision.

Article 4 - Extension of Contract

A. This Contract will be effective from Sept. 5, 2011 to the expiration of this Contract, or the continuation of the availability of funds (whichever is later), through Sept. 5, 2012, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be self-renewable and the Madison County Auditor certifies pursuant to Section 5310.11, Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund from any previous encumbrances.

C. Subject to any extension of the Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as the Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency Director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the

effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 2 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the parties is agreed upon or otherwise terminated.

**Article 8 - Records Availability and Retention**

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, work or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

**Article 11 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison county, and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 13200 through 13204B and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Article 11 - Conflict of Interest/Politics**

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment



Current Version: T16 (08/2017)

within the scope of his or her job duties. Contractor will not act in office, employ or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violations of the equipment.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to constitute a substantial and improper influence upon the officer, employee, or agent with respect to the official employment, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 102.05 or 102.06, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 102.05, and 102.06 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12- Independent Contractor

Contractor agrees that no agency, employment, joint venture, or proceeding has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or laborer's provided hereunder.

Contractor agrees that it is an independent contractor for all purposes including but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13- Limitation of Liability Contractor Indies

A Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse

Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any fees or claims to be filed or presented against the county or Agency on account of any labor, services, or materials furnished if Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 13 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full right of authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity or Madison County, if any information and/or assistance are furnished by Agency at Contractor's written request, it is at Contractor's expense. Many of the materials, reports, or studies provided by Contractor are bound to be infringing items and the use or publication thereof is enjoined. Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies, replace them with non-infringing items of equivalent value, or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of the Contract, without limitation.

Article 14- Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the

Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 10 - Governing Law

This contract and any modifications, amendments or alterations, shall be governed, construed, and enforced under the laws of Ohio.

Article 11 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

Article 11 - Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

Article 13 - Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is

not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title II, V and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11875, and as supplemented in Department of Labor regulations 41 CFR Part 161;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.55, and Chapter 4112, Revised Code.

Article 13 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

Document Describes T-16 (02/2012)

- OSHA Act (40 U.S.C. 275a to 275a-7, Public Law 94-433, as supplemented by Department of Labor regulations (29 CFR Part 19)
- Sections 132 and 137 of the Central Work Hours and Safety Standards Act (40 U.S.C. 227 through 230) as supplemented by Department of Labor regulations (29 CFR part 19)
- Copeland "Anti-Kickback" Act (18 U.S.C. 873) as supplemented in department of labor regulations (29 CFR, Part 19)
- Section 336 of the Clean Air Act (42 U.S.C. 1857 (f)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11758, and environmental protection agency regulations (40 CFR, part 15)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 90 Stat. 811)
- 29 CFR Part 18 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- Sections 3517.13 (j) and (k), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1765, Revised Code, state, or local.

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF  
PAVING & CURBS

*Steve Kelly*  
Steve Kelly, Director Date 9/11/17

*Robyn Shephard*  
Contractor Date September 4, 2017

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

BOARD OF MADISON COUNTY  
COMMISSIONERS

By \_\_\_\_\_  
For State Fiscal  
Date \_\_\_\_\_

*M. J. ...*  
Commissioner  
*David ...*  
Commissioner

*J. W. ...*  
Commissioner  
Date 9/11/2017  
Cep

Article 10 - Child Support

Contractor agrees to cooperate with OHS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

Article 11 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

Attachment 1

POSITION: Wraparound Facilitator

POSITION Purpose: The Wraparound Facilitator will engage high-needs youth and their families in developing, implementing, and monitoring an intensive, individualized care plan. This position helps youth and families to identify a support team who will collaboratively design a plan based upon family needs, strengths, and goals. The Wraparound Facilitator will support the team as they implement the plan and monitor success.

Position Summary: To facilitate Wraparound team meetings including the development, implementation and monitoring of individualized care plans for high-needs youth.

## Essential functions:

- Coordinates and facilitates Wraparound team meetings
- Provides leadership in the development, implementation and evaluation of individualized plans using the phases and activities of Wraparound
- Develops trust and mutual respect with families and their teams
- Assists teams to identify needs and create a shared vision
- Assist families in identifying, recruiting and engaging natural supports
- Supports clients in identifying their strengths and building upon them
- Identifies barriers to full participation in the Wraparound process and develops strategies to overcome them
- Ensures the Wraparound processes is completed with high fidelity to the model and tracks progress toward goals
- Prepares summary documents and final reports
- Ensures that all required confidentiality and other compliance documents are current for each youth
- Contributes to and supports a positive, team-orientated work environment

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

Current Version: 11/16/2016.D

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Director, to approve the contract between Family & Children and Robin Jones Shepherd for wraparound services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
VENDOR CONTRACT

This contract is entered into on Sept 9, 2017 between the Madison County Department of Family & Children (Agency) 200 McKay St., London, OH 43130 and Sgt. McCallum for the purchase of wraparound services (see Attachment 1)

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Family & Children in the administration of wraparound services. This Contract is not intended to and does not establish a relationship or sub-grantee relationship in those terms are defined in either 2 OH 220 or in the federal grants management "common rule".

Article 2 - Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient monies from the funder. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the required services or products in accordance with the contract (see Attachment 1)

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor \$15 per hour.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period in the Invoice. The Contractor will adhere to each invoice, if applicable.

- Contractor's name as it appears on the Contract and Purchase Order,
- A mailing address and, if applicable, a residence address;
- An invoice number;

- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds appropriations made by the Ohio General Assembly, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by

storage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from 09/22/17 the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through 08/31/18, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5705.11 (B), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, herein, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one year with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as the Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the

Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 1 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

#### Article 10 - Records Retention and Release

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, requests, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, suit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

#### Article 11 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated

according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 11206 through 112084 and the implementing regulations found at 45 C.F.R. Section 164.502 (g) and Section 164.504 (g) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

#### Article 11 - Conflict of Interest/Ethics

Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent anything of value, holding employment or promise of employment within the scope of his or her job duties. Contractor will not act as an officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violation of this requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 2311.02 or 2311.03, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 2311.02, and 2311.03 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

#### Article 11 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited by, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

#### Article 13 - Limitation of Liability Contractor Buies

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by

Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full legal authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Madison County, if any information and/or assistance are furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

#### Article 14 - Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services



Document: D:\007010

provided by such subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 11 - Severability

If the contract and any modifications, amendments, or alterations shall be governed, construed, and enforced under the laws of this state.

Article 16 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, verbal or written, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument in writing executed by all parties to this contract.

Article 17 - Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, in any respect, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any person or circumstance other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

Article 18 - Equal Employment Opportunity

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor will incorporate the foregoing requirements of this section in all of its contracts for any of

the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title II, V and VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 123.53, and Chapter 4111, Revised Code.

Article 19 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 193 and 197 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 317 through 330) as supplemented by Department of Labor regulations (29

04 part 5;

- Chapter 603 (Code) Act (20 USC, 119) as implemented in department of labor regulations (29 CFR part 5);
- Section 316 of the Clean Air Act (20 USC, 1193 (b)), section 318 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and environmental protection agency regulations (40 CFR part 15);
- Working standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-52), 95 Stat. 1013;
- 28 CFR Part 38 and 45 CFR 75 regarding drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3101.13 (A) and (B), Revised Code, which require that no agency or department of the state of Ohio or any political subdivision of the state shall enter into any contract for the purchase of goods costing more than the hundred dollars or services costing more than the hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including mutual insurance, a professional association organized under Chapter 133, Revised Code, acting as a trust.

In Witness Whereof, the parties hereunto set their hands or seals or caused this contract to be executed by the duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

*[Signature]*  
Date 9/11/17

*[Signature]*  
Date Sept. 8, 2017

MADISON COUNTY PROSECUTOR

BOARD OF MADISON COUNTY

Approved as to Form and Legal Sufficiency

COMMISSIONERS

Article 10 - Child Support

Contractor agrees to cooperate with OHS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is based pursuant to Chapter 3113, Revised Code.

By: *[Signature]*  
For State Patrol Commissioner

Date: *[Signature]*  
Commissioner

Article 11 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

*[Signature]*  
Commissioner

9/18/2017  
Date

Attachment 1

POSITION: Wraparound Staff

POSITION SUMMARY: Wraparound Support Staff has responsibility for specific supportive activities to a given family as decided by the Wraparound Team (Child/Family Team). Hours of service provision will vary and be mostly dependent upon the needs and schedule of the family.

SPECIFIC RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO:

1. Provide a range of support services appropriate to the family's overall service plan such as friend, tutor, role model, transportation provider, etc.
2. Assist assigned families to become aware of and utilize formal and informal community support activities.
3. Participate in regular family meetings to assess appropriateness of current involvement and be aware of the need for a shift of activity focus and/or degree of involvement.
4. Assist assigned families to achieve maximum independence through coordination of personal strengths and community resources.
5. Keep the Family Service Manager sufficiently informed of the family's level of participation and progress.
6. Maintain relevant documentation of service provision and involvement.
7. Assume additional responsibilities as assigned by Family Services Manager.

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

Subject: Contract – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Director, to approve the contract between Family & Children and Sue McClelland for wraparound services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
MEMORANDUM CONTRACT

The contract is entered into on Sept 1, 2017 between the Madison County Department of Family & Children (Agency), 200 Victory St., London, OH 43140 and Sue McClelland for the purchase of wraparound services per Attachment (i).

- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency Fiscal Department has the final authority to determine what or an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Family & Children in the administration of wraparound services. This Contract is not intended to and does not establish a sub recipient or sub grantee relationship as those terms are defined in section 104.201 or in the federal grant management handbook.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Article 1 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the funder. The Agency agrees that reimbursement of all contractual costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to the contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

B. Contractor Responsibilities - The Contractor will furnish all of the required services or products in accordance with the contract (See Attachment (i)).

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the Contract.

Article 1 - Billing and Payment

Agency agrees to compensate the Contractor \$15 per hour.

However, Contractor understands that availability of funds is contingent on funding sources internal to the State of Ohio, such as federal funds, appropriations made by the Ohio General Assembly, and appropriations by the Madison Board of County Commissioners.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will include in each invoice, if applicable:

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a residence address;
- An invoice number;

Dummet Diagraph T116 0079LD

Storage of funds. No funds shall accrue to Agency in the event this provision is needed, and Agency shall not be obligated or liable for any late payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from 09/11/17 the execution of this Contract, or the certification of the availability of funds (whichever is later, through 09/30/18), including, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 6 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5703.01 (B), Revised Code, that the amount required to meet the Agency's obligation or, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any provision of this Contract under Article 6, herein, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one year with an increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 - Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination depicting the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as the Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the basis set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the

Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise terminated.

**Article 9 - Records Availability and Retention**

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcripts.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, suit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

**Article 10 - Confidentiality**

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated

according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 13204 through 13204-8 and the implementing regulations found at 45 CFR, Section 164.502 (f) and Section 164.504 (f) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Article 11 - Conflict of Interest/Influence**

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violation of this requirement.

Current Document T:151:00760.D

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to be regarded a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 102.04, 281.02 or 281.03, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 102.04, 281.02, and 281.03 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, and other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability Contractor Defers

A Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by

Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the County or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any debts for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such debts become due, the proper officer or officers representing Agency may, but are not obligated, pay such debts to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency knew or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full right, authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Madison County, if any information and/or assistance are furnished by Agency at Contractor's written request, it is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

Article 14 - Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services

provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 15 - Governing Law

This contract and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio.

Article 16 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

Article 17 - Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, in any extent, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any persons or circumstances other than those to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

Article 18 - Equal Employment Opportunity

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of

the work provided in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

A. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work provided in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to:

- Title VII, and 1604(b) of the Civil Rights Act of 1964, as amended;
- Executive Order 11256, entitled Equal Employment Opportunity, as amended by Executive Order 11805, and as supplemented in Department of Labor regulations 41 CFR Part 63;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 1121(a) and 1121(c), and Chapter 4112, Revised Code.

Article 19 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including but not limited to:

- Code Exam Act (41 USC 135a to 135a-1, Public Law 74-433, as supplemented by Department of Labor regulations 29 CFR Part 5)
- Sections 123 and 127 of the Contract Work Hours and Safety Standards Act (41 USC 327 through 330 as supplemented by Department of Labor regulations 29



Darrett Boehers T1610070.D

- Chapter 1507 of the Ohio Administrative Code is implemented in department of labor regulations (53 O.A.C. Part 5)
- Section 336 of the Ohio Air Act (43 O.S.C. 1297) section 538 of the Ohio Water Act (43 O.S.C. 1283), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 10)
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 90 Stat. 41)
- 2011 Part 58 and 65 O.A.C. regarding a drug free workplace. Contractor will make a good faith effort to assure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- Sections 31011 (j) and (k) Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, holding, without approval, a professional association organized under Chapter 1205, Revised Code, article, or trust.

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized officers or agents.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

*[Signature]* \_\_\_\_\_  
Scott Kiefer, Director Date 9/11/17

*[Signature]* \_\_\_\_\_  
Contractor Date Sept. 8, 2017

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY  
Approved as to Form and COMMISSIONERS  
Legal Sufficiency

Article IV - Child Support

Contractor agrees to cooperate with OHS and any child support enforcement agency in locating Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is based pursuant to Chapter 3111, Revised Code.

By \_\_\_\_\_  
For State Fiscal Commissioner

Date \_\_\_\_\_  
Commissioner

Article III - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or Madison County.

*[Signature]* \_\_\_\_\_  
Commissioner  
9/18/2017  
Date

In Witness Whereof, the parties have hereunto set their hands or seals or caused this contract to be executed by the duly authorized offices or agents.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

*Steve Kailas*  
Steve Kailas, Director Date 9/8/17

*Steve Mc Clelland*  
Contractor Date Sept. 8, 2017

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

BOARD OF MADISON COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
For Steve Forrest

*Steve Forrest*  
Commissioner

Date \_\_\_\_\_

*David Dume*  
Commissioner

*David Hunter*  
Commissioner

9/18/2017  
Date

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

Summit Beethers T:1610070LD

Subject: Agreement – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services Director, to approve the contract between Family & Children and Jennifer Garland for wraparound services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF PUBLIC SAFETY  
PROPOSAL

The contract is for a 60 day period in Madison County Department of Family & Children for wraparound services for Jennifer Garland for the period of 9/11/17 to 11/10/17 for the purpose of wraparound services for Garland, J.

Article 1 - Purpose

The purpose of this contract is to provide wraparound services to be provided by the Madison County Department of Family & Children to the client of wraparound services. The contract is not intended to be a substitute for any other services that may be provided by the client's other service providers.

Article 2 - Scope of Services

The Agency Department of Family & Children will provide wraparound services to the client of wraparound services. The Agency Department of Family & Children will provide wraparound services to the client of wraparound services. The Agency Department of Family & Children will provide wraparound services to the client of wraparound services.

Contractor representation - The Contractor will provide all of the wraparound services as provided in accordance with the contract for this contract.

Article 3 - Billing and Payment

Agency agrees to reimburse the Contractor for the purpose of this contract. Contractor must submit a detailed invoice and receipt to Agency within 30 days of the end of the billing period. The Contractor will be responsible for the Contractor bill under a separate contract in which the Contractor provides wraparound services during the billing period for the contract. The Contractor will be responsible for the Contractor bill under a separate contract in which the Contractor provides wraparound services during the billing period for the contract.

- The date of the invoice
- The amount of the billing including an applicable summary of labor rates or services provided or all other rates and the number of hours
- The number of days and
- The number of hours (total hours per day)

Under no circumstances will Agency make payment for any services rendered more than 30 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services rendered after 30 days.

The Agency Department has the final authority to determine whether or not to be rendered timely and accurately. There will be no retention in the final bill for the invoice with no detailed work but which is not accurate.

For services rendered timely and in accordance with the terms of this contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices rendered in accordance with the terms of this contract. Agency will only pay for authorized goods or services.

Article 4 - Availability of Funding

Agency represents that it:  

- Has adequate funds to meet its obligations under this contract;
- Intends to maintain this contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments during such period; and
- Will use its best efforts to obtain the appropriation of any necessary funds during the term of the contract.

Notwithstanding to the availability of funds to carry out its funding, the Contractor understands that availability of funds to carry out its funding is not a condition of the contract. The Contractor understands that availability of funds to carry out its funding is not a condition of the contract. The Contractor understands that availability of funds to carry out its funding is not a condition of the contract.

Funds are not appropriated and available for the performance of the goods or services provided by the Contractor. Agency may terminate the goods or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by the termination of the contract.

design of work to provide and return to Agency in the event the position is vacated, and Agency shall not be obligated to hire any other person for the same design pending the termination of the position.

**Article 1 - Duration of contract**

A. The Contract shall be effective from 5/1/17 to 4/30/18. The duration of this Contract, or the continuation of the existing fixed term contract, shall be for a term of 12 months, unless otherwise extended, as provided in Article 1 of the contract, which shall be a period of 12 months of the contract, which shall be a period of 12 months of the contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that the contract shall not be extended or renewed for Madison County Auditor on the present to Section 102.01 of the Revised Code, but the amount required to meet the Agency's obligation to the contractor shall be paid in the form of a lump sum payment for the entire term of the contract in the first year in which the contract is made, but less liability appropriate to such payment as is the Agency's sole property of choice in the event of a termination of the contract.

C. Subject to any extension of the Contract under Article 1, the Contractor expressly agrees to perform services and work as stated in the contract for work performed under the Contract prior to the effective date of this Contract as set forth in the termination date of the Contract.

**Article 1 - Termination of Contract**

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, mutual agreement of the parties to the Contract may be extended for one year with no increase in rate or change in the work or services to be provided, except as provided in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgeting and legal requirements and satisfactory performance by the contractor.

**Article 1 - Termination of Contract**

This Contract may be extended by the mutual agreement of all parties. If an extension is not made, the Agency and Contractor shall comply with all applicable budgeting and legal requirements.

**Article 1 - Termination**

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of bonding as stated in Article 4 of the Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontractors related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report on or the day of receipt of the notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as the Agency may require.

D. In the event of termination under this Article of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the basis set forth in Article 3 above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinbefore mentioned.

F. If Agency or Contractor fails to perform an obligation or obligation under this Contract and thereafter such liability is finally settled by the other party and neither is bound to the particular liability as waived and shall not be deemed to waive other future liabilities. Waiver by Agency is not effective unless it is in writing signed by the Agency Director.

Either party may terminate this Contract by notice in writing delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the

Journal DocId: 31610702.D

Contractor become unable to provide the services agreed to in this Contract for any reason, such services as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender or/for pay to the Contractor any further compensation after the termination of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless extended upon request by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise resolved.

Article 4 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, suit, or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

Article 10 - Confidentiality

Contractor agrees that all records, documents, writings or other information produced by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract are treated

according to the following terms:

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is any question as to whether information is public or private, Agency will make the final determination.

B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade in which Contractor is a part.

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to prevent Agency from release of this Contract or of any proprietary or trade secret law. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will be held to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information described by the contractor is a trade secret, is not a trade secret.

C. Contractor agrees that it will not use any information, systems data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, and the State of Ohio. The terms of this Section shall be included in any subcontract awarded by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 30 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to consent and comply compliance with 42 USC Sections 13204 through 13204 and the implementing regulations found at 45 C.F.R. Section 164.502 (g) and Section 164.504 (g) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest/ Ethics

Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent in any of his or her job duties, including employment or practice of employment within the scope of his or her job duties. Contractor will not act as officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violation of this requirement.

Contractor agrees that it will obtain from purchasing or doing to any agency officer, employee, or agent anything of value that it or such a director or to another a substantial and important interest for the doing employee, or agent with respect to the doing employee, or agent's duties, and will obtain from any agency officer, employee, or agent to which the agency is or is deemed to be indebted a written statement, REC, REC-C or REC-R, to be filed with, and all other law works of interest, whether they be direct.

Contractor agrees to comply with all applicable regulations with the requirements of sections REC, REC-C, REC-R, REC-C or REC-C of the Revised Code and the policies of the Agency with all applicable regulations in connection with the contract of purchase with the Agency of any work being carried forward a project of interest of such character.

Article 2: Independent Contractor

Contractor agrees that no agency employee, full or part-time, is or shall be considered to be an employee of the Contractor under the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any labor, costs, materials, or other liabilities arising with respect to Contractor's employment, compensation, and insurance policies which may arise as a result of Contractor's services to the Agency and its related projects.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Ohio Labor Service Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Income Tax Act, the provisions of the Internal Revenue Code, the Ohio Workmen's Compensation Act, and any applicable laws. Contractor agrees that all applicable laws, rules, regulations, and other qualifications necessary to conduct business in Ohio have been obtained and are accurate. If at any time during the contract period Contractor becomes disqualified from conducting business in Ohio for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 3: Definition of Agency Contract Work

A Contractor agrees to limit Agency any official or employee of Agency acting in his or her official capacity and Madison County handles from any and all claims for injury resulting from activities in the course of the contract. Contractor will indemnify Agency any official or employee of Agency acting in his or her official capacity and Madison County handles from any and all claims for injury resulting from activities in the course of the contract. Contractor agrees to defend against any and all claims or legal actions it could incur by

Agency to do so. Contractor will not permit any claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished if Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract in such claims because due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

B. Agency's liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to Contractor under Article 3 of this Contract or the amount of direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profits, even if Agency here or should have known of the possibility of such damages.

C. Contractor agrees to defend any suit or proceeding brought against Agency, any official or employee of Agency acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding, full rights, authorization, and opportunity to conduct the defense thereof, and full information and all reasonable cooperation for the defense of same. Agency may participate in the defense of any such action.

Contractor agrees to pay all damages and costs awarded against Agency, any official or employee of Agency in his or her official capacity, or Madison County, if any information and/or assistance are furnished by Agency at Contractor's written request. It is at Contractor's expense. If any of the materials, reports, or studies provided by Contractor are found to be infringing items and the use or publication thereof is enjoined, Contractor agrees to, at its own expense and at its option, either procure the right to publish or continue use of such infringing materials, reports or studies; replace them with non-infringing items of equivalent value, or modify them so that they are no longer infringing. The obligations of Contractor under this Section survive the termination of this Contract, without limitation.

Article 4: Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services

Barrett-Dierkens T1610076LD

Article 1 - Subcontractors

Contractor shall require each Subcontractor to have a valid license for the work to be performed and shall require each Subcontractor to have a valid license for the work to be performed and shall require each Subcontractor to have a valid license for the work to be performed...

Article 2 - Security

The contractor shall maintain, throughout the duration of the project, control of all subcontractors...

Article 3 - Payment of Subcontractors

The contractor shall ensure that all subcontractors are paid in full within the time specified in the contract and shall not be held liable for any delay in payment...

Article 4 - Security

If any part of the contract is to be performed in a location where the contractor is required to provide security, the contractor shall be responsible for providing such security...

Article 5 - Equal Employment Opportunity

In carrying out the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status...

the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status...

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including, but not limited to:

- Title VII and Title VI of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 112.21 and 113.53, and Chapter 4112, of the Ohio Code.

Article 13 - Compliance Requirements

The Contractor agrees to comply with all applicable federal, state and local legal requirements, including, but not limited to:

- Davis-Bacon Act (40 U.S.C. 276a to 276b), Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 113 and 137 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29

- City of ...
- Chapter ...
- Section ...
- Working ...
- If ...
- Section ...

In Witness Whereof, the parties have hereunto set their hands and seals as aforesaid this contract to be executed by the City authorized officers or agents.

MADISON COUNTY DEPARTMENT OF PUBLIC WORKS

[Signature] 9/11/17  
State Public Works Director Date

[Signature] 9/18/17  
Date

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY  
Approved by: [Signature] COMMISSIONERS  
Legal Subpoena

Article III - City Support

Contractor agrees to cooperate with ...

Article IV - Benefits

Notwithstanding to the extent ...

By: [Signature] For State Public  
[Signature] Date  
[Signature] Date  
[Signature] Date  
9/11/2017 Date



Barnett Document T1010070LD

Attachment 1

POSITION: Wraparound Staff

POSITION SUMMARY: Wraparound Support Staff has responsibility for specific supportive activities to a given family as decided by the Wraparound Team (Child/Family Team). Hours of service provision will vary and be mostly dependent upon the needs and schedule of the family.

## SPECIFIC RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO:

1. Provide a range of support services appropriate to the family's overall service plan such as friend, tutor, role model, transportation provider, etc.
2. Assist assigned families to become aware of and utilize formal and informal community support activities.
3. Participate in regular family meetings to assess appropriateness of current involvement and be aware of the need for a shift in activity focus and/or degree of involvement.
4. Assist assigned families to achieve maximum independence through coordination of personal strengths and community resources.
5. Keep the Family Service Manager's Office informed of the family's level of participation and progress.
6. Maintain relevant documentation of service provision and involvement.
7. Assume additional responsibilities as assigned by Family Services Manager.

---

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

Subject: Application – Approved – Ohio Department of Agricultural Office of Farmland Preservation

Mr. Dhume moved per the recommendation of Julia Cumming, Soil & Water Administrator, to approve the 2018 local sponsor certification application for the local agricultural easement purchase program.

Ohio Department of Agriculture - Office of Farmland Preservation  
Local Sponsor Certification Application  
For Local Agricultural Easement Purchase Program #111  
Application Deadline Policy Order 11/2017

A. Organization Information	
Organization Name	Madison County Commissioners
Address	Mad County
City/Town/Village	Dayton
State	OH
Phone	(614) 833-4311
Fax	(614) 833-4317
Website	www.madisoncountyohio.gov
Organization Type	Local Government

B. Organization Capacity	
1. Number of years of farmland preservation experience of staff and contact	Years 21
2. Number of years of farmland preservation experience of director and contact	Years 1
3. Total number of years of farmland preservation experience of staff and contact (include farmland preservation experience of staff and contact)	Years 18
4. Does the organization's farmland preservation program have volunteer or professional staff experience or access to staff in the following areas (check one in each row if applicable)?	
a. Administration	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Fundraising	Yes <input type="checkbox"/> No <input type="checkbox"/>
c. Legal	Yes <input type="checkbox"/> No <input type="checkbox"/>
d. GIS	Yes <input type="checkbox"/> No <input type="checkbox"/>
e. General monitoring	Yes <input type="checkbox"/> No <input type="checkbox"/>
f. Field staff	Yes <input type="checkbox"/> No <input type="checkbox"/>

C. Organization Capacity - Budget (see FAR 163.02 for more information)	
1. Total amount of total available conservation funds (SAC) what is your annual spending budget for farmland preservation?	\$1,500,000
2. Total amount of total available conservation funds (SAC) what is your annual spending budget?	\$1,500,000

D. Organization Capacity - Personnel (see FAR 163.02 for more information)	
1. Number of years the organization has established an agricultural easement program	Years 18
2. Number of years the organization has established any type of easement program (conservation or purchase)	Years 18

3. Number of Ohio Department of Agriculture (ODA) Agricultural Easement Purchase Program (AEP) (AEP) closed easements managed and acres they cover.	Number: 10	Acres: 2756
4. Number of ODA Agricultural Easement Donation Program (AEDP) closed easements managed and acres they cover.	Number: 0	Acres: 0
5. Number of Natural Resources Conservation Service (NRCS) easements managed and number of acres they cover.	Number: 7	Acres: 2200
6. Total number of closed/secured agricultural and conservation easements managed and acres they cover regardless of funding source.	Number: 17	Acres: 2756
7. Did the organization submit their 2016 ODA Annual Monitoring Report(s) complete and on time to ODA (by December 15, 2016)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. COANES SERVICE List all of the counties in your service area (County's in which your organization holds or intends to hold purchased and/or donated agricultural easements). If additional space is required, attach a separate page as Attachment B-4.	County Name: Madison County Name: _____ County Name: _____	
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____
County Name: _____	County Name: _____	County Name: _____

E. Organization Capacity - Other	
1. Does the organization have a written working agreement with a more experienced mentor organization? If so, provide their name and contact information.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. If the organization holds more than 10 easements and has been acquiring, monitoring and enforcing easements for more than five years, does the organization have a signed agreement to mentor another farmland preservation organization? If so, provide the organization's name and contact information.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. For Land Trusts and Charitable Groups Only: Does the organization have:	
a. Bylaws (governing farmland preservation as one of its purposes) - If yes, attach documentation in Attachment B-1?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Governing Board - If yes, attach board list and contact information in Attachment B-2?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c. Sound Financial Condition (balance sheet, revenue & expense statement) - If yes, attach a copy in Attachment B-3?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d. Tax exempt status - If yes, attach documentation in Attachment B-4?	Yes <input type="checkbox"/> No <input type="checkbox"/>
e. Stewardship Endowment Policy - If yes, attach documentation in Attachment B-5?	Yes <input type="checkbox"/> No <input type="checkbox"/>
f. Annual Meeting Minutes (most recent copy) - If yes, attach documentation in Attachment B-6?	Yes <input type="checkbox"/> No <input type="checkbox"/>
g. Accreditation (recognized by a national organization & the name of accrediting organization) - If yes, attach documentation in Attachment B-7?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Barrett-Deere.com T16100706LD

<p><b>1. Organization Information</b></p> <p>Does your organization have a written purpose for the county? Yes ( ) No ( )</p> <p>Does the county have a written purpose for the program? Yes ( ) No ( )</p> <p>Does the county have a written purpose for the program? Yes ( ) No ( )</p> <p>Does the county have a written purpose for the program? Yes ( ) No ( )</p> <p>Does the county have a written purpose for the program? Yes ( ) No ( )</p> <p>Does the county have a written purpose for the program? Yes ( ) No ( )</p>	
<p><b>2. Financial Information</b></p> <p>Does the county have a budget for the program? Yes ( ) No ( )</p> <p>Does the county have a budget for the program? Yes ( ) No ( )</p> <p>Does the county have a budget for the program? Yes ( ) No ( )</p> <p>Does the county have a budget for the program? Yes ( ) No ( )</p> <p>Does the county have a budget for the program? Yes ( ) No ( )</p> <p>Does the county have a budget for the program? Yes ( ) No ( )</p>	
<p><b>3. Program Information</b></p> <p>Does the county have a program for the program? Yes ( ) No ( )</p> <p>Does the county have a program for the program? Yes ( ) No ( )</p> <p>Does the county have a program for the program? Yes ( ) No ( )</p> <p>Does the county have a program for the program? Yes ( ) No ( )</p> <p>Does the county have a program for the program? Yes ( ) No ( )</p> <p>Does the county have a program for the program? Yes ( ) No ( )</p>	

By signing this application below, the organization agrees that it has the necessary expertise to hold, manage, maintain and enforce agricultural easements.

This information that I have provided on this application is complete and accurate to the best of my knowledge and subject to verification by the Ohio Department of Agriculture (ODA) and its affiliates. I understand that any misstatement or incorrect information on this application may result in disqualification of the application or if the organization is certified as a local sponsor, it may be cause for immediate dismissal at any time during participation in the program.

The application for the certified local sponsor is made with the understanding that nothing contained in this application or in the granting of a review is intended to create a contract between ODA and the organization or myself for other nothing as a local sponsor or for providing any benefit.

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

<p><b>4. Signatures</b></p>	
<p>Completed by Name (Print Name)</p> <p>John Hunter</p>	<p>Authorized by Name (Print Name)</p> <p>MARK A. HANBY</p>
<p>Completed by Name (Signature)</p> <p><i>John Hunter</i></p>	<p>Authorized by Name (Signature)</p> <p><i>Mark Hanby</i> 1/10/17</p>
<p>Completed by Title</p> <p>Program Administrator</p>	<p>Authorized by Title</p> <p>Commissioner</p>

Complete application by Friday, October 11, 2017 and submit a hardcopy or an electronic copy to:

Office of Farmland Preservation  
Ohio Department of Agriculture  
1685 L. Wilson Street  
Reynoldsburg, OH 43084-3342  
Fax: 614/763-2212  
farmlandpres@ag.ohio.gov

Please contact us if you have any questions: 614/734-5233

Ohio Department of Agriculture  
John A. Rosch, Governor  
Mary Taylor, Lt. Governor  
Doreen T. Daniels, Director

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

Subject: Application – Approved – Agricultural Conservation Easement Program - Agricultural Land Easement (ACEP – ALE)

Mr. Dhume moved per the recommendation of Julia Cumming, Soil & Water Administrator, to approve the application for the 2017 ACEP – ALE.

Acad. Identifying Number: B-5241443  
NCS Agreement Number: NCSA-1443

Acad. Identifying Number: B-5241443  
NCS Agreement Number: NCSA-1443

STATEMENT OF WORK  
to  
COOPERATIVE AGREEMENT  
between  
THE COMMUNITY CREDIT COOPERATION  
and the  
MADISON COUNTY COMMISSIONERS  
and the  
CEO DEPARTMENT OF AGRICULTURE  
for the  
AGRICULTURAL CONSERVATION EASEMENT PROGRAM  
AGRICULTURAL LAND EASEMENTS

This Cooperative Agreement is entered into by and between the United States Department of Agriculture (USDA) National Resource Conservation Service (NRCS) on behalf of the Community Credit Cooperation (CCC) and the MADISON COUNTY COMMISSIONERS and the CEO DEPARTMENT OF AGRICULTURE (hereinafter referred to as the ENTITIES) for the purchase of agricultural land easements (ALE) under the Agricultural Conservation Easement Program (ACEP). The CCC will utilize the expertise and services of NRCS in performing the tasks identified in this Cooperative Agreement. The term "Parties" as used herein refers collectively to NRCS and the ENTITIES.

I. AUTHORITY

NRCS enters this Cooperative Agreement under the authority of the Community Credit Cooperation Charter Act, 124 U.S.C. Section 744 et seq., the Agricultural Conservation Easement Program, chapter 2 of title 16 of the Federal Security Act of 1950, 16 U.S.C. Section 1903 et seq., and the Federal Credit and Cooperative Agreement Act of 1971, 16 U.S.C. Section 1904 et seq. This Cooperative Agreement will be administered in accordance with the policies and procedures set forth in the ACP regulation (7 CFR Part 1420) and various regulations for grants and agreements in 7 CFR Parts 201, 198, 204 and 206.

The Madison County Commissioners enter this Cooperative Agreement under the authority of the 124th of the Ohio Revised Code.

The Ohio Department of Agriculture enters this Cooperative Agreement under the authority of the 124th of the Ohio Revised Code.

II. PURPOSE

This Cooperative Agreement explains the terms and conditions under which NRCS will provide ALE cost-share assistance to the ENTITIES. The ENTITIES have agreed to the terms of this Cooperative Agreement and acknowledge that the amount is subject to the terms and conditions of this Cooperative Agreement and all applicable laws, regulations, and policy.

WHEREAS, the Parties agree to enter into this Cooperative Agreement to purchase agricultural land easements from eligible landowners (landowners) to protect for agricultural use, farm viability, and related conservation values of eligible land by limiting nonagricultural uses of that land or to protect grazing uses and related conservation values by restoring and conserving eligible land. The Parties have identified these eligible lands or easements in this Cooperative Agreement in parcels herein referred to collectively as "Tract-A" or individually as "Tract."

III. OBLIGATIONS OF NRCS

A. Upon execution of this Cooperative Agreement, NRCS will make cost-share assistance available up to the amount specified in the Notice of Grant and Agreement Award for the acquisition by the ENTITIES of agricultural land easements in the parcels listed in attachments to this Cooperative Agreement. To

receive this cost-share, the ENTITIES must close the agricultural land easements and request payment of the NRCS cost-share in accordance with section VII of this Cooperative Agreement.

B. NRCS may make additional cost-share assistance available in future fiscal years through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-share assistance amount, the additional funded parcels, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in section I(C).

C. Upon mutual agreement of the Parties and execution of an amendment, as provided in section I(D), NRCS may allow substitution of Parcels at any time, provided the Parcels are of comparable conservation value as determined by the NRCS.

D. This Cooperative Agreement will be for a term of 3 years and not to exceed 5 years. The ENTITIES must meet each performance schedule deadline in table 1 unless the ENTITIES request and NRCS grants an extension in writing prior to the original deadline. The performance schedule deadlines for an individual attachment may be extended for one consecutive 12-month period, as provided in section I(C). Should the ENTITIES not meet the performance schedule deadline, NRCS may release any remaining funds from this Cooperative Agreement.

Table 1 - Performance Schedule

FY of Fund Obligation (Attachment)	Attachment Making Parcel	Closing Deadline	Payment Request Deadline	Attachment Expiration Deadline
2017	A	March 31, 2019	July 31, 2019	August 31, 2019
2018	B	March 31, 2020	July 31, 2020	August 31, 2020

E. Requests for an extension to the attachment expiration deadline must be submitted by the ENTITIES to NRCS 30 days in advance of the attachment expiration date.

F. Nothing in this document obligates NRCS or the ENTITIES to purchase all or any of the agricultural land easement parcels listed in the attachments.

IV. FEDERAL SHARE

Based on a determination by NRCS that the ENTITIES has satisfied the terms and conditions of this agreement, NRCS will pay the ENTITIES a cost-share amount for the purchase of each agricultural land easement acquired by the ENTITIES. The Federal share will not exceed 50 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR § 1420.24.

V. COOPERATING ENTITIES CONTRIBUTION

A. The ENTITIES will contribute an amount for the easement purchase at least equivalent to the Federal share. The ENTITIES may include as part of its contribution a charitable donation or qualified conservation contribution (as defined by section 170(e) of the Internal Revenue Code of 1986) from the eligible landowner if the ENTITIES contributes its own cash resources in an amount that is at least 50 percent of the amount contributed by NRCS. If the NRCS State Conservationist has waived a portion of the ENTITIES cash contribution requirement for individual projects of special significance, the Parcels receiving the waiver will be identified in the attachment and the ENTITIES will provide a copy of the approved waiver at the time payment is requested. The ENTITIES's reduced contribution of its own cash resources for projects of special significance will be in an amount at least (SELECT ONE: 25 or 10) percent of the Federal share.

NRCS Representative Initial  
Entity Representative Initial *JD*

NRCS Representative Initial  
Entity Representative Initial *JD*

Damen Stephens T1610070LD

Asst. Notary Public Number: 48-974-1483  
NSI Agreement Number: 657-011-101

Asst. Notary Public Number: 48-974-1483  
NSI Agreement Number: 657-011-101

B. The ENTITY must effectively use NCS Form 124, "Notice of Filing" (NCS 124) for the ENTITY's contribution of its own real resources but not one that includes business proceeds, loans, or fees made by a third party to the transfer of the agricultural land, including family members or organizations controlled by a third party by the transfer, either through direct or indirect agreements. The ENTITY must provide a completed NCS Form 124 to NCS for a period prior to the closing or in advance of the deed.

**VII. PAYMENTS**

A. The ENTITY must send the terms and conditions of this agreement and provide NCS with the fees identified in this section and section VI in order to receive the Federal share for the parcel.

B. The ENTITY may request payment of the Federal share in a lump-sum either during a year in which payment is due or during a year in which the parcel is not eligible for payment.

C. To obtain reimbursement or an advance payment of the Federal share, the ENTITY will submit the Form SF-24 (Request for Advance Reimbursement of Funds) (NCS 24) to NCS, along with the required eligible acres (NCS 10) and the information and documentation required by the applicant in the NCS manual issued in the Notice of Grant and Agreement Award. The ENTITY may submit the SF-24 payment request package:

- 1. On a quarterly basis, but when payment is to be made during a year in which the parcel is not eligible for payment;
- 2. After the agricultural land assessment has been recorded and the landowner has been paid (for reimbursement); or
- 3. On a quarterly basis for each parcel that agricultural land assessments have been recorded and the landowner has been paid (for reimbursement).

C. ENTITY will maintain current registration in the Data and Analytics Data National Numbering System (DNAS) and meet the system for Land Management (SLM) registration requirements or necessary steps for the transfer of the Cooperative Agreement.

D. NCS will deliver payment following receipt of a fully completed and correct SF-24 payment request package from the ENTITY within 30 days of the Federal share for the individual assessment it has been received and within 60 days of the Federal share for the individual assessment it has been received.

E. ENTITY provides an advance payment of the Federal share which a receipt for the Federal share from the closing agent and provide it to NCS prior to closing. The ENTITY will ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing has not occurred within 30 calendar days of advance payment, the ENTITY will ensure the Federal funds are not interest earned on those funds while in escrow as returned to NCS by the 30th calendar day. The ENTITY must ensure that the Federal funds are fully received within 30 days of closing.

**VIII. RESPONSIBILITIES**

**A. ENTITY Responsibilities**

1. ENTITY must purchase agricultural land assessments on eligible land from eligible landowners for the parcels identified in the Attachment to the Cooperative Agreement consistent with the requirements identified in this Agreement. ACEE agricultural land assessments or easement assessments conveyed for the purpose of protecting natural resources and the agricultural nature of the land and provide the landowner the right to continue agricultural production and related uses subject to an agricultural land assessment plan as specified in this part.

2. ENTITY must ensure that agricultural land assessments acquired with funds made available under the Cooperative Agreement and that the land satisfy the following requirements:

- a. Contain the "Minimum Terms for the Protection of Agricultural Use", attached to this Cooperative Agreement or within the ALE Minimum Deed Terms. The ENTITY is authorized to use the same terms and conditions in the agricultural land assessments as long as the ENTITY's

additional language does not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE minimum deed terms, the Agricultural Conservation Easement Program, or the agricultural land assessments acquired under this Cooperative Agreement.

- b. Address all of the minimum deed requirements identified in 7 CFR § 141.220(c);
  - c. Address the disposition of the agricultural land assessment and the Federal share in the event the agricultural land assessment is ever extinguished, terminated, or condemned in whole or in part;
  - d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land;
  - e. Run with the land in perpetuity or where State law prohibits a permanent easement, for the maximum duration allowable under State law;
  - f. Protect the agricultural use, future viability, and related conservation value, of the parcels by limiting nonagricultural uses of that land or protected grazing uses and related conservation values by restoring and conserving eligible land, including grasslands of special environmental significance;
  - g. Provide for the administration, management, and enforcement of the agricultural land assessment by the ENTITY or its successors and assigns;
  - h. Permit effective enforcement of the conservation purposes of such easements; and
  - i. Subject the Parcel to an agricultural land assessment plan that meets the requirements of this Section.
3. The ENTITY has the following three options for ensuring that the agricultural land assessment contains the ALE Minimum Deed Terms required in paragraph VII.A.2 above:

- a. Attach the ALE Minimum Deed Terms Addendum as an Exhibit to the Agricultural Land Assessment Deed. Under this option the ENTITY does not need to have the entire agricultural land assessment deed reviewed by NCS, instead NCS at the State level will verify prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land assessment that the ENTITY satisfies all of the following requirements:
  - (i) The ALE Minimum Deed Terms addendum is signed by the landowner and the ENTITY and will be attached to the agricultural land assessment deed at the time of closing and recording;
  - (ii) The terms of the ALE Minimum Deed Terms addendum are not modified; and
  - (iii) The paragraph below is inserted at the bottom of the agricultural land assessment deed: *This Agricultural Land Assessment is acquired with funds provided, in part, by the Agricultural Conservation Easement Program, (ACEE). The ENTITY is attached hereto and incorporated hereto by reference and will run with the land in perpetuity for the maximum duration allowed under applicable State law. As required by 16 U.S.C. Section 3855 et seq. and 7 CFR Part 141, and as a condition of receiving ACEE funds, all present and future uses of the Protected Property identified in DEED# \_\_\_\_\_ is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Terms For The Protection Of Agricultural Use in DEED# \_\_\_\_\_ that is appended to and made a part of this assessment deed.*
- b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Assessment Deed. Under this option, the ENTITY shall ensure the terms as stated in the ALE Minimum Deed Terms addendum are included in the body of the agricultural land assessment deed. The ALE Minimum Deed Terms may be formatted to select options where indicated, conform terms to deed formatting, complete terms with required information, and delete instructions to that form. Each individual agricultural land assessment deed must be reviewed and approved by NCS.

NCS Representative Initial \_\_\_\_\_

NCS Representative Initial \_\_\_\_\_

Entity Representative Initial MS

Entity Representative Initial MS

Award Identifying Number: 08-5242-23-03  
NEC Agreement Number: 08-5242-23-03

Award Identifying Number: 08-5241-11-03  
NEC Agreement Number: 08-5241-11-03

NEC shall prepare prior to the ENTITTY regarding in all areas of the Federal estate, including an agricultural land assessment.

c. Entity Agricultural Land Assessment Check Complete Approved by NEC. Upon actual agreement of the Parties, the Cooperative Agreement may be executed to replace the attached exhibit 1 with an agricultural land assessment that template to be used for every third listed as attachment to this Cooperative Agreement. The terms and conditions of the agricultural land assessment that template must contain the ALL minimum land terms as stated and must be approved by NEC. NEC National Headquarters in absence of the member. If the ENTITTY uses the approved NEC NEQ approved that template without changing any terms or conditions, then the ENTITTY is not required to obtain NEC NEQ review and approval of the individual, final agricultural land assessment check. NEC if the State level will verify prior to the ENTITTY regarding in all areas of the Federal estate in prior to closing an agricultural land assessment that the individual, final agricultural land assessment that to be used as the NEQ approved template.

1. The ENTITTY must provide to NEC a copy of the agricultural land assessment and all exhibits at least 90 days before the planned closing date.

2. NEC may require adjustments to the provisions identified in paragraph 12.A.1 above and require the addition of other provisions if NEC determines that they are necessary to meet the purpose of NEQ and protect the conservation values of the Federal Property.

3. The ENTITTY must prepare necessary legal and administrative actions to secure proper acquisition and maintenance of valid agricultural land assessment.

4. The ENTITTY must pay all costs of agricultural land assessment acquisition and will operate and manage each agricultural land assessment in accordance with its current program, this Cooperative Agreement, H.U.S.C. Section 1862 and any and applicable regulations. NEC will have no responsibility for the costs or management of the agricultural land assessment prepared by the ENTITTY unless NEC exercises the right of the State when under an agricultural land assessment.

5. NEC is not responsible for any costs, charges, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the ENTITTY in connection with the acquisition or management of the agricultural land assessment required pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the ENTITTY agents, employees, contractors, or licensees that result in a violation of any laws and regulations that are now or that may in the future become applicable.

6. The ENTITTY must prepare a baseline documentation report describing the condition of the Parcel as of the time the assessment is required and include a completed baseline documentation report in the payment request package submitted to NEC pursuant to part 10. The baseline documentation report must contain maps, full descriptions and pictures of the Parcel location, existing structures and infrastructure, land use, land cover and its condition, and any special features for which the Parcel is being protected. The ENTITTY must provide NEC a final baseline documentation report at least 90 days before the planned closing date of the agricultural land assessment.

7. ENTITTY must ensure compliance of an agricultural land assessment plan for each Parcel that meets:

- a. Meet the requirements for an agricultural land assessment plan specified in 7 CFR § 143.21;
- b. Describe the activities that provide the long-term viability of the land to meet the purposes for which the Parcel was selected;
- c. Identify required or recommended conservation or management practices to which the land will be subject to purposes and sources of funding for which the Parcel was selected;
- d. Explain the management of any practices according to a planned management plan or farm book that covers at least 90 acres or 25 percent of the Parcel according to a forest management plan.

NEC Representative Initial

Entity Representative Initial *AS*

- e. Require a conservation plan that meets the requirements of 7 CFR Part 12 for any highly erodible cropland; and
- f. Require, if specified prior to closing, the conversion of highly erodible cropland to less intensive uses.

8. ENTITTY will choose one of the options below for completing the agricultural land assessment plan by including the appropriate box when signing this Cooperative Agreement. (Initial only one option):

a. ENTITTY requests that NEC personnel complete the agricultural land assessment plan and ENTITTY will coordinate with NEC State office and landowner to ensure that the plan is completed and signed by the landowner prior to closing.

b. ENTITTY will complete the agricultural land assessment plan without the assistance of NEC personnel and at its own expense. ENTITTY will ensure the plan meets NEC standards and specifications or other applicable industry standards. ENTITTY will provide the plan to NEC at least 90 days prior to the planned closing date and must obtain NEC approval of the plan prior to closing. ENTITTY will ensure NEC has authorized access to the property and landowner if needed to review and approve plans prepared using this option. ENTITTY will ensure the approved plan is signed by the landowner prior to closing.

9. In acquiring agricultural land assessment, the ENTITTY will ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land assessment. The ENTITTY and NEC will review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the ENTITTY and NEC. The ENTITTY must provide NEC a copy of the title commitment or title report, a summary of the ENTITTY title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 1865, and applicable regulations, and approved by NEC and documented on the certificate of use and consent.

10. The ENTITTY must secure proper title evidence and insurance using an owner's American Land Title Association (ALTA) policy with the ENTITTY listed as the insured on the policy and the policy issued for the full amount of the agricultural land assessment purchase price.

11. The ENTITTY must obtain a determination of the fair market value of the agricultural land assessment for each Parcel at its own cost using one of the methods set forth in 7 CFR § 143.21. Individual appraisals conducted by a certified general appraiser that conforms to the NEC Appraisal Specifications provided as exhibit 8 and either the Uniform Standards of Professional Appraisal Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraisal value must be within 6 months prior to or after the date the Parcel is added to this agreement as a funded Parcel or within 12 months of the closing date of the agricultural land assessment on the Parcel. Use of fair market valuation methodologies other than individual USPAP or USFLA appraisals must be approved by NEC in writing prior to entering into this Cooperative Agreement.

12. The ENTITTY must provide the appraiser the NEC appraisal specifications (exhibit 8) and all of the items required to be provided by the ENTITTY as identified in the NEC appraisal specifications. The ENTITTY must receive a separate appraisal report for each Funded Parcel identified on an attachment. Under no circumstances may the ENTITTY allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

13. The ENTITTY must provide NEC a completed appraisal report at least 90 days before the planned closing of the agricultural land assessment so that NEC may conduct a technical review of the appraisal. The ENTITTY may not close the agricultural land assessment until the technical review is

NEC Representative Initial

Entity Representative Initial *AS*

Current Database: T:\0160701.D

Local Meeting Number: 08224138  
NSP Agreement Number: 08224138A

Local Meeting Number: 08224139  
NSP Agreement Number: 08224139A

approve the appraisal report. If the ENTITY does not agree with the appraisal, it may request a second appraisal. The appraisal fee shall be paid by the ENTITY. The appraisal fee shall be paid by the ENTITY.

11. The ENTITY may not use any land or interest in a property to which the ENTITY is a lender or a member of a business entity to secure a loan or other financial interest. The ENTITY agrees to conduct a title search on any property interest to which it is a lender or a member of a business entity to determine if there is any lien or other interest in the property.

12. The ENTITY may not, at any time, when the ENTITY is a lender or a member of a business entity, use any land or interest in a property to which it is a lender or a member of a business entity to secure a loan or other financial interest.

13. The ENTITY must implement a record retention policy for all records of the ENTITY. The ENTITY must implement a record retention policy for all records of the ENTITY.

14. The ENTITY must submit a completed Federal Reserve Report (Form FR-204) to the NSP State office for each year from the end of each fiscal year (December 31, March 31, June 30, and September 30) for each year the ENTITY does an agricultural land assessment or a forest land assessment. The ENTITY must submit a completed FR-204 to the NSP State office for each year from the end of each fiscal year (December 31, March 31, June 30, and September 30) for each year the ENTITY does an agricultural land assessment or a forest land assessment.

15. At all times, the ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

16. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

17. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

18. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

19. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

20. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

21. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

22. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

23. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

24. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

25. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

26. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

27. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

28. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

29. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

30. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

31. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

32. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

33. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

34. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

35. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

36. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

37. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

38. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

39. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

40. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments. The ENTITY must maintain a record of all agricultural land assessments and forest land assessments.

- a. Review the agricultural land assessment deed based on the option selected by the ENTITY for incorporating the ALE minimum deed terms, and provide the ENTITY with any approval instructions or items requiring resolution.
- b. Review the title documents submitted by the ENTITY, complete a certificate of use and consent, and provide the findings to the ENTITY for information as readily as necessary.
- c. Conduct a technical review of the appraisal submitted by the ENTITY and provide the findings to the ENTITY for information as readily as necessary.
- d. As requested by the ENTITY, either develop or review the agricultural land assessment plan and identify any items for resolution to the ENTITY.
- e. Review the deed transfer documentation report provided by the ENTITY and notify the ENTITY if additional information is needed, and
- f. Review and provide notice of observations on any review requests submitted by the ENTITY in accordance with NSP policy.
- g. After NSP reviews are completed and the materials are determined acceptable, provide the ENTITY with an "Approval for a Non-Certified Eligible Entity to Proceed with the ALE Application" letter and the NSP signed "Confirmation of Matching Funds."

5. If an advance payment is requested, NSP will also provide a copy of the NSP closing agent requirements to the ENTITY.

6. Prior to NSP reimbursement of funds, the NSP State Commissioner will verify that the ENTITY has provided all documentation, certifications and information required by sections VI and VII. NSP will conduct an internal review of the SF-204 payment request package in accordance with NSP assessment acquisition internal controls policy. The NSP State office will select a copy of the payment request package for internal review and approval for all agricultural land assessment payments that meet the internal review protocol. Complete payment request packages for internal review must be submitted by NSP to the State level by NSP NSO no less than 30 days before the planned closing date.

7. NSP will verify payment and disburse funds, for funds listed on funded on the attachments to this Cooperative Agreement when the ENTITY has requested payment by the payment request deadline and acquired agricultural land assessments on the funded parcels by the closing deadline, consistent with the requirements of the this agreement.

8. NSP will review the annual monitoring reports provided by the ENTITY to ensure monitoring is conducted annually and reports are sufficient and submitted to NSP annually for every NSP-funded conservation easement held by the ENTITY.

VIII. PUBLIC INFORMATION

A. The ENTITY agrees to acknowledge NSP's ownership assistance in any public outreach materials or events related to agricultural land assessments required pursuant to this Cooperative Agreement and to provide a full copy of such information to the NSP State office for review and comment before public release.

B. The ENTITY agrees to comply with NSP guidelines and requirements regarding the disclosure of information protected under Federal law, including section 1344 of the Food Security Act of 1985, 16 U.S.C. Section 384, and section 1103 of the Food, Conservation, and Energy Act of 2002 (Public Law 112-10), 7 U.S.C. Section 1751.

IX. GENERAL PROVISIONS

A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders applicable to Federal financial assistance, including but not limited to 2 CFR Parts 20, 101, 201, and 401.

NSP Representative Initial

Entity Representative Initial

NSP Representative Initial

Entity Representative Initial

and the date of the meeting of the Board of Supervisors.

A. No person shall be eligible to be elected or appointed to the Board of Supervisors unless he or she has been a resident of the township for at least one year immediately preceding the date of his or her election or appointment.

B. No person shall be eligible to be elected or appointed to the Board of Supervisors unless he or she has been a resident of the township for at least one year immediately preceding the date of his or her election or appointment.

C. The Board of Supervisors may be elected or appointed by the voters of the township.

D. The Board of Supervisors may be elected or appointed by the voters of the township.

E. If any member of the Board of Supervisors shall be elected or appointed by the voters of the township, he or she shall hold office for a term of two years.

ARTICLE II - GENERAL PROVISIONS

Section 1 - Name of the Township

Section 2 - List of Agricultural Land Easement Parcels

- Table 1 - Agricultural Land Easement Parcels
- Table 2 - Agricultural Land Easement Parcels
- Table 3 - Agricultural Land Easement Parcels
- Table 4 - Agricultural Land Easement Parcels
- Table 5 - Agricultural Land Easement Parcels
- Table 6 - Agricultural Land Easement Parcels
- Table 7 - Agricultural Land Easement Parcels
- Table 8 - Agricultural Land Easement Parcels

Agricultural Conservation Easement Program - Agricultural Land Easement (ACEP-ALE) Attachment A - Fiscal Year (FY) 2017

List of Agricultural Land Easement Parcels Funded by NRCS with Fiscal Year 2017 Funds and Identified Substitutive Parcels. NRCS has made the following substitutions for the parcels listed in the attached spreadsheet. The parcels listed in the attached spreadsheet are the parcels that are being substituted for the parcels listed in the attached spreadsheet.

Parcel Reference/Landowner Name(s)	Tract Address	Estimated Agricultural Land Easement Value	Estimated Program Contribution	NRCS Tract ID Number	Substituted Funding Category	Received a Contribution Waiver
LEADERS FAMILY FARMS LLC	309.46	618000.00	552182.00	5433341701N03K	Y	Y
CLARENCE T. HUDSON	324.82	630000.00	327000	5433341701N03K	Y	Y
THE JAMESON HILLTOP TRUV	371.04	751874.00	531750.00	5433341701N03K	Y	Y
Totals						

Note: The original expiration date entered will be August 31 of the year 2018. The expiration date entered will be August 31 of the following year. Therefore, if an attachment is approved by NRCS in FY 2017, the expiration date would be August 31, 2020.

NRCS Representative Initial: \_\_\_\_\_  
County Representative Initial: \_\_\_\_\_

NRCS Representative Initial: \_\_\_\_\_  
County Representative Initial: \_\_\_\_\_



Burcell Brothers T1010070.D

Agricultural Conservation Easement Program — Agriculture Land Easement (ACEP-ALT)  
Attachment A

Assess Identifying Number: 68-5234-17-003  
NEST Agreement Number: 3495341701RCL

Attachment A - Fiscal Year (FY) 2017  
Optional Continuation Page

Parcel Reference/Landowner Names	Total Acres	Estimated Agricultural Land Easement Value	Estimated Federal Contribution	NEST Parcel ID Number	Selected for Bidding (Guess)	Received a Cash Contribution Waiver
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
Totals	1,006.25	\$2,019,874	\$957,491			<input type="checkbox"/>

NRCS Representative Initial \_\_\_\_\_  
 Entity Representative Initial MS

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

Subject: Bond Revision – Approved – Treasurer

Mr. Dhume moved to approve the revision for the elected official bond for Donna Landis, Treasurer. Effective September 5, 2017 to September 7, 2021.

\*Note- The purpose for this revision is that according to the bonding agent they made an error on the original bond paperwork.\*

MADISON COUNTY  
 BOSS 5307-0105  
 2017-8 115-55  
**BOARD OF PUBLIC OFFICIAL IN THE STATE OF OHIO**

KNOW ALL MEN BY THESE PRESENTS  
 That we, BOSS 5307-0105  
 as President and the AUTO-OMNIBUS MUTUAL INSURANCE COMPANY of Lansing, Michigan, a corporate organ-  
 ized under the laws of the State of Michigan, are hereby binding by public official in State of Ohio and  
 hereby bound into the State of Ohio MADISON COUNTY  
 to the period of 2017-8 115-55 BOSS 5307-0105  
 of the State of Ohio, for which payment shall not be made by public and separately but  
 ourselves, or successors, administrators and assigns, being by these presents

STATE OF OHIO TO OBTAIN BOND  
**AUTO-OMNIBUS MUTUAL INSURANCE COMPANY**  
 LANSING, MICHIGAN  
 POWER OF ATTORNEY NO. 6611930

KNOW ALL MEN BY THESE PRESENTS that the AUTO-OMNIBUS MUTUAL INSURANCE COMPANY of Lansing, Michigan, a Michigan  
 Corporation, hereby is principal office at Lansing, County of Eaton, State of Michigan, authorized by the Director of the Company on  
 January 22, 2013 to do

WHEREAS, that the President or any other President or Secretary or Assistant Secretary of the Company shall have the power and authority to execute  
 all necessary papers and to execute from to execute on behalf of the Company and each the said of the Company hereby binds and authorizes, empowers, con-  
 firms, ratifies, and affirms authority to the said President, Secretary or other officers and each of the Company authorized in each power of attorney by  
 which that has been heretofore and shall be heretofore executed and made the authority of any such officer

Done hereby made and signed: William H. Beckwith

In the presence of the undersigned, to wit: Denise Williams and Mark Nelson who are not related to the undersigned, witnesses, contracts  
 of authority and other writings relating to the matter herein, and the execution of each instrument shall be binding upon the AUTO-OMNIBUS MUTUAL  
 INSURANCE COMPANY of Lansing, Michigan as fully and truly as if made and prepared, and if they were not then executed and acknowledged by  
 the aforesaid directors of the principal office.

IN WITNESS WHEREOF, the AUTO-OMNIBUS MUTUAL INSURANCE COMPANY of Lansing, Michigan, has caused this to be signed by its  
 authorized officer this 11 day of August, 2017.

Denise Williams  
 Denise Williams      Secretary

STATE OF OHIO  
 COUNTY OF MADISON

On this 11 day of August, 2017, before me personally came Denise Williams, known to me to be the President of AUTO-OMNIBUS MUTUAL INSURANCE COMPANY, the corporation  
 described in and which executed the above instrument, that they have the said of said corporation, that the said officer is and has been a resident of  
 said County and are the duly elected and authorized officers of the corporation by authority of their officers pursuant to a resolution  
 of the Board of Directors of said corporation.

My commission expires March 11, 2021

James E. O'Brien  
 State Notary      Notary Public

STATE OF OHIO  
 COUNTY OF MADISON

I, the undersigned State Notary Public, Secretary and General Counsel of AUTO-OMNIBUS MUTUAL INSURANCE COMPANY, do hereby certify that the  
 authority to issue a power of attorney as reflected in the above recited of Director resolution is in full force and effect and neither we nor has been recalled and  
 the resolution is not both in force.

Signed and sealed at Lansing, Michigan, this 11th day of September, 2017.

William H. Beckwith  
 William H. Beckwith, State Notary Public, Secretary and General Counsel

AUTO-OMNIBUS MUTUAL INSURANCE COMPANY  
 WILLIAM H. BECKWITH  
 President

Denise Williams      Secretary

Mark Nelson      Secretary

Denise Williams      Secretary

Mark Nelson      Secretary

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

D:\net\lucy\lucy T:\00070.D

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:29 a.m. to discuss economic development.

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. Dhume moved to exit out of executive session at 10:01 a.m. No action was taken.

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 11:20 a.m. to discuss 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. Dhume moved to exit out of executive session at 11:33 a.m. No action was taken.

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

Subject: Personnel Action – Approved – Job & Family Services

Mr. Dhume per the request of Steve Kaifas, Job & Family Services, Assistant Director, to approve the personnel action for the following:

Margaret Christy Peyton from Receptionist to Child Support Case Manager.

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

Subject: Personnel Action – Approved – Job & Family Services

Mr. Dhume moved per the request of Steve Kaifas, Job & Family Services, Assistant Director, to approve the personnel action for the following:

Hire Bobbie Jacobs, Unit Support Worker 2. \$14.25/hr. Effective September 17, 2017.

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

Subject: Personnel Action – Approved – Job & Family Services

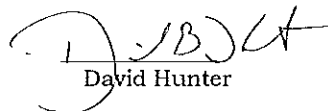
Mr. Dhume per the request of Steve Kaifas, Job & Family Services, Assistant Director, to approve the personnel action for the following:

Tammy Corelette, Unit Services Worker 2. Increase pay rate from \$25.15 to \$25.90. Effective October 1, 2017.

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

  
Mark Forrest

  
David Dhume

  
David Hunter

ATTEST:   
Katie Wrenan