

Commissioners Journal # 89 Page 235

December 11, 2018

Government Forms and Supplies E100791SKV

Subject: Bills - Approved - Madison County

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

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

Subject: Transfer - Approved - Job & Family Services

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

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$3,536.04.

Transfer to: Dept. Family & Children (7048-0000-4-0200) in the amount of \$3,536.04.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$3,697.23.

Transfer to: Family Services (7049-0000-4-0200) in the amount of \$3,697.23.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$1,495.73.

Transfer to: Dept. Prevention (7062-0000-4-0200) in the amount of \$1,495.73.

Transfer from: Council FSCC Contract Services (7047-T890-5-0140) in the amount of \$5,992.00.

Transfer to: Dept. FCSS (7055-0000-4-0200) in the amount of \$5,992.00.

MADISON COUNTY COMMISSIONERS  
DEC 10 AM 9:17

Department: Madison County Dept Family and Children  
Date: 12/10/2018  
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Council SFSC	7046	Contract Services	7046-T890-0140
To:	Dept. Family & Children	7048	Revenue Account	7048-0000-40200
		Amount:	\$	3,536.04
From:	Council SFSC	7046	Contract Services	7046-T890-0140
To:	Family Services	7049	Revenue Account	7049-0000-40200
		Amount:	\$	3,697.23
From:	Council SFSC	7046	Contract Services	7046-T890-0140
To:	Dept. Prevention	7062	Revenue Account	7062-0000-40200
		Amount:	\$	1,495.73
From:	Council FCSS	7047	Contract Services	7047-T890-0140
To:	Dept. FCSS	7055	Revenue Account	7055-0000-40200
		Amount:	\$	5,992.00

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

Totals: \$ 14,721.00

Roll call vote resulted as follows:  
 cc: Auditor \_\_\_\_\_  
 Originator Pfa \_\_\_\_\_  
 Transfer Pfa \_\_\_\_\_  
 David Dhume \_\_\_\_\_  
 Mark Forrest \_\_\_\_\_  
 David Hunter \_\_\_\_\_  
 C.J. \_\_\_\_\_ Page \_\_\_\_\_  
 Date: 12-11-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including budgeted purchase orders) on 12-11-18

Revised 12/10/2018

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

Subject: Transfer – Approved – Job & Family Services

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

Transfer from: Council Contract Services (7040-T890-5-0140) in the amount of \$22,500.00.

Transfer to: Department (7048-0000-4-0300) in the amount of \$22,500.00.

Transfer from: Council HMG Part C Contract Services (7044-T890-5-0140) in the amount of \$17,771.76.

Transfer to: Dept. HMG Part C (7053-0000-4-0100) in the amount of \$17,771.76.

Department: Madison County Dept Family and Children  
Date: 12/10/2018  
MADISON COUNTY COMMISSIONERS  
2018 DEC 10 AM 9:17

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Council	7040	Contract Services	7040-7890-50140
To:	Department	7048	Revenue Account	7048-0000-40300
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	22,500.00	

From:	Council HMG Part C	7044	Contract Services	7044-7890-50140
To:	Dept. HMG Part C	7053	Revenue Account	7053-0000-40100
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	17,771.76	

From:			Contract Services	
To:			Revenue Account	
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:			Contract Services	
To:			Revenue Account	
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

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

Ttl = \$ 40,271.76

Roll call vote resulted as follows:

cc: Auditor  
Originator  
Originator File  
Transfer File

David Dhume  
Mark Forrest  
David Hunter

C.J. \_\_\_\_\_ Page \_\_\_\_\_  
Date: 12-11-18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): *Act 12-10-18*

Revised 12/10/2018

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

Government Forms and Supplies E11078158V

Subject: Appropriate – Approved – Commissioners Other

Mr. Forrest moved to appropriate funding from unappropriated funds for the following:

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$86,339.94.

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

Subject: Transfer – Approved – Sheriff

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

Transfer from: Commissioners Other (1000-A01A-5-0046) in the amount of \$86,339.94.

Transfer to: Sheriff Rotary (6000-5-0010) in the amount of \$86,339.94.

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

\*Note – This transaction was originally approved on 11-13-18. According to Jim Sabin, Sheriff this transfer of funding has not taken place. The Commissioners decided to approve this request again so this funding can be available.\*



Madison County Sheriff

James P. Sabin  
Post Office Box 558  
London, Ohio 43140

Emergency 911 Dispatching 614-882-9222 Extension 111481012 111481013

Dec. 11, 2018

Madison County Commissioners  
111 N. Main Street  
London, Ohio 43140

Re: Budget 2019

Comrades

I am requesting your approval to make a transfer from the intergovernmental fund (600-400) to the Madison County Sheriff's Fund (600-500) in the amount of \$86,339.94.

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS  
Madison County Engineer

MADISON COUNTY COMMISSIONERS  
Approved:   
Disapproved:   
Date: 11/11/18

January 21, 2018

Bryan Dhume  
Madison County Engineer

Bryan,

The weight and traffic enforcement position is a full time position for the year 2018.

The expenses for the year are as follows:

Salary: \$ 66,410.00  
PERS: \$ 10,163.07  
Workers Comp: \$ 513.84  
Med. Care: \$ 517.55  
Health Ins: \$ 14,044.28 (family, medical, dental, vision)

Total: \$ 88,339.94

Please remit to the Madison County Sheriff, Rotary 1 with disburse the funds to their appropriate line items. Feel free to contact me with any questions.

Sincerely,

James P. Sabin  
Sheriff

Subject: Appropriation – Approved – CDC

Mr. Hunter moved per the request of Whitaker Wright, CDC Consultant to approve the appropriation for the following:

Appropriate: CHIP CDBG (7075-T500-5-5004) in the amount of \$17,290.00.

Sissy Wiseman

From: Whitaker Wright [mailto:whitakerw@cdc.gov]  
Sent: Wednesday, November 28, 2018 9:55 AM  
To: Sissy Wiseman; Emma Hall  
Subject: Re: ad

Sissy,

Please see the attached and please let me know if you have any questions.

Revenue 7075-000-5004 chip cdbg 7/17

Expense 7075-000-5004 chip cdbg 7/17

Please see attached for the details of the account.

Whitaker

Whitaker Wright, Senior Partner  
CDC of Ohio, Inc.  
Community Development Corporation of Ohio  
10000 Lakeside Drive, Suite 200, Columbus, Ohio 43240  
614-291-4600 | 614-291-4601 | 614-291-4602

On Wednesday, November 28, 2018, 8:24 (A) EST, Sissy Wiseman wrote to Whitaker Wright:

Hi,

Whitaker,

Please provide the revenue account number and prepare the journal entry to be used for the expense account number to appropriate for funding.

Thanks,

Sissy Wiseman

From: Jamie Kemper [mailto:jkemper@madisoncountyohio.gov]  
Sent: Wednesday, November 28, 2018 9:23 AM  
To: Whitaker Wright; Sissy Wiseman; Emma Hall  
Subject: ad

From: Jamie Kemper [mailto:jkemper@madisoncountyohio.gov]  
Sent: Wednesday, November 28, 2018 9:23 AM  
To: Whitaker Wright; Sissy Wiseman; Emma Hall  
Subject: ad

11/28/2018 11:27:20 AM ACHE 3508756677 3508756677 STATE OF OHIO - MADISON COUNTY - MADISON COUNTY

Madison county  
Deputy Auditor  
Jamie Kemper

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

Government Forms and Supplies 81807915KV

Subject: Budget Revision – Approved – Soil & Water

Mr. Hunter moved per the request of Julia Cumming, Soil & Water District Program Administrator, to approve the budget revision for the following:

Decrease: Soil & Water Other (7010-L000-5-0046) in the amount of \$500.00.

Increase: Soil & Water Health Insurance (7010-L000-5-0100) in the amount of \$500.00.

Natural Resource  
Protection since 1817



London, OH 43140  
Telephone: (740) 832-4034  
Fax: (740) 832-6193

December 6, 2018

Madison County Commissioners  
P.O. Box 618  
London, OH 43140

Dear Sirs,

Please decrease the appropriation of our Other Account (7010-L000-50046) in the amount of \$500 and increase our Health Insurance Account (7010-L000-50100) in the amount of \$500 to cover December's insurance.

Thank you.

Yours truly,

Julia Cumming  
District Program Administrator

cc: Madison County Auditor's Office

MADISON COUNTY  
COMMISSIONERS  
2018 DEC 10 AM 09:41

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

Subject: Budget Revision – Approved – Juvenile

Mr. Hunter moved per the request of Chris Brown, Juvenile Judge, to approve the budget revision for the following:

Decrease: Juvenile Child Support (1000-AO2C-5-0066) in the amount of \$23.00.

Increase: Juvenile Dental (1000-AO2C-5-0101) in the amount of \$22.00.

Increase: Juvenile Vision (1000-AO2C-5-0102) in the amount of \$1.00.

COMMON PLEAS COURT  
PROBATE-JUVENILE DIVISIONS  
MADISON COUNTY COURTHOUSE  
LONDON, OHIO 43140

MADISON COUNTY  
COMMISSIONERS  
NOV DEC -6 AM 10:17

CHRISTOPHER J. BROWN, JUDGE

December 5, 2018

Mr. David Dhume  
Mr. Mark Forrest  
Mr. David Hunter  
Board of Commissioners  
Madison County Courthouse  
London, Ohio 43140

Dear Board of Commissioners:

Please authorize the decrease of appropriation in the amount of \$23.00 from the Juvenile Child Support Account #1000-AO2C-50066 and increase the appropriations to the following accounts:

#1000-AO2C-50101 Juvenile Dental \$22.00

#1000-AO2C-20102 Juvenile Vision \$1.00

Thank you for your assistance in this matter.

Sincerely,



Christopher J. Brown, Judge

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

Subject: Budget Revision – Approved – Treasurer

Mr. Hunter moved per the request of Donna Landis, Treasurer, to approve the budget revision for the following:

Decrease: Treasurer Medicare (1000-A01C-5-0044) in the amount of \$1.34.

Increase: Treasurer PERS (1000-A01A-5-0042) in the amount of \$0.26

Increase: Treasurer Dental Insurance (1000-A01A-5-0101) in the amount of \$0.24.

Increase: Treasurer Vision Insurance (1000-A01A-5-0102) in the amount of \$0.84.

*Donna L. Landis*

MADISON COUNTY  
COMMISSIONERS

WED DEC -5 PM 1:15

MADISON COUNTY TREASURER

Email - treasurer@co.madison.oh.us

P.O. Box 675  
1 North Main Street  
London, Ohio 43140-0675

Phone (740) 852-1936  
Toll Free 1-877-454-3309  
Fax (740) 845-1775

December 5, 2018

Madison County Commissioners  
Madison County Courthouse  
London, Ohio 43140

Gentlemen:

Please make the following adjustments to my 2018 Budget. Fund 1000-A01C-50042 Treasurer-PERS-increase 26 cents. Fund 1000-A01C-50101 Treasurer Dental Ins-increase 24 cents. Fund 1000-A01C-50102 Treasurer Vision Ins-increase 84 cents.

Decrease Fund 1000-A01C-50044 Treasurer Medicare \$1.34

Thank you for your cooperation.

Respectfully,

*Donna Landis*

Donna L. Landis  
Madison County Treasurer

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

Subject: Budget Revision – Approved – Sanitary Sewer & Water

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

Decrease: SSD # 2 Interest (6030-P500-5-2000) in the amount of \$9,500.00.

Increase: SSD # 2 Grinder Pump Replacement (6030-P500-5-4003) in the amount of \$9,500.00.



**Madison County**  
**Sanitary Sewer & Water District**

PO Box 623  
London, Ohio 43140  
Phone: 740-845-1702  
Fax: 740-845-1703

December 6, 2018

Madison County Commissioners  
Courthouse  
London, Ohio 43140

Gentlemen:

I am requesting your approval to make the following changes in the 2018 Sanitary Sewer District #2 Budget:

Decrease (6030-P500-52000) SSD#2: Interest by \$9,500.00.  
Increase (6030-P500-54003) SSD#2: Grinder Pump Replacement by \$9,500.00.

Adjusted beginning balances will be as indicated below:

(6030-P500-52000) SSD#2: Interest - \$ 213,854.53  
(6030-P500-54003) SSD#2: Grinder Pump Replacement - \$117,500.00

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Slane

RS:nmp

Approved:  \_\_\_\_\_  
Disapproved:  \_\_\_\_\_  
Date: 12-6-18 \_\_\_\_\_

MADISON COUNTY COMMISSIONERS  
*David D. Dume*  
*David B. ...*  
*Mark ...*

2018 DEC -6 AM 9:17  
MADISON COUNTY  
COMMISSIONERS

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



**Subject: Decrease PO Funding – Approved – County Audit Fees**

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

Decrease: County Audit Fees (1000-A01H-5-0059) PO # 1554 in the amount of \$13,000.00.

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

**Subject: Budget Revision – Approved – Sublease & Rentals**

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

Decrease: County Audit Fees (1000-A01H-5-0059) in the amount of \$13,000.00.

Increase: Sublease & Rentals (1000-A15A-5-0512) in the amount of \$13,000.00.

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

**Subject: Increase PO Funding – Approved – Sublease & Rentals**

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

Increase: Sublease & Rentals (1000-A15A-5-0512) PO # 1589 in the amount of \$12,000.00.

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

**Subject: Budget Revision – Approved – Commissioners Supplies**

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

Decrease: Commissioners Other (1000-A01A-50046) in the amount of \$2,000.00.

Increase: Commissioners Supplies (1000-A01A-5-0030) in the amount of \$2,000.00.

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

**Subject: Decrease PO Funding – Approved – Court of Appeals**

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

Decrease: Court of Appeals (1000-A02A-5-0080) PO # 1555 in the amount of \$6,000.00.

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

**Subject: Budget Revision – Approved – Courthouse Supplies**

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

Decrease: Court of Appeals (1000-A02A-5-0080) in the amount of \$6,000.00.

Increase: Courthouse Supplies (1000-A04B-5-0030) in the amount of \$6,000.00.

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

**Subject: Increase PO Funding – Approved – Courthouse Supplies**

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

Increase: Courthouse Supplies (1000-A04B-5-0030) PO # 1557 in the amount of \$5,000.00.

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

**Subject: Budget Revision – Approved – Commissioners Dental**

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$324.25.

Increase: Commissioners Dental (1000-A01A-5-0101) in the amount of \$324.25.

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

**Subject: Budget Revision – Approved – Advertising**

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$379.40.

Increase: Commissioners Advertising (1000-A01A-5-0041) in the amount of \$379.40.

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

Subject: Drawdown – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the drawdown in the amount of \$37,567.00, and \$16,945.00

Supervisor

From: Sup [redacted]  
Sent: Friday, December 7, 2018 11:51 AM  
To: Whitaker Wright, CDC  
Cc: [redacted]  
Subject: Request for CDC

Hi

Supervisor

From: Whitaker Wright, CDC  
Sent: Friday, December 7, 2018 11:51 AM  
To: Sup [redacted]  
Cc: [redacted]  
Subject: Request for CDC

Sup

Attached are the CDC and FROD for the CDC request. Along with a copy of the CDC request regarding the request for the funds. Please let me know if you need any more information.

With a copy of the request and the CDC and FROD. I will get the request signed on Thursday. If you have any questions, please let me know.

Call if you have any questions.

Thanks

Whitaker Wright, CDC

Director

County Health Department  
1000 N. High Street, Room 100  
London, OH 43140  
Phone: (614) 453-1111  
Fax: (614) 453-1112

MADISON COUNTY COMMISSIONERS

WIN DEC - 7 - AM 11:56

CDC OF OHIO  
OCD Programs  
CASH DRAWDOWN RECORD

SECTION ONE - Community Information					
Program Type / Administrator:		Name and Address of Contractor			
Whitaker W. Wright		Madison County Courthouse London, Ohio 43140			
FPI Number:					
31-660075					
SENT TO CO:		Community Number:		188	
OCD STATE:		Grant Drawdown No.:		7	
FUNDS RECD:		Invoice No.:		7	
SECTION TWO - Financial Detail (Fiscal Year)					
Grant Number	Activity Name	Activity Budget	Amount of This Draw	Cumulative Amount Drawn	Balance
S-C-17-18S-1	01 Rental Rehabilitation (HOME)	\$20,000	\$2	\$16,955	\$3,045
B-C-17-18S-1	02 Owner Rehabilitation (HOME)	\$16,000	\$2	\$2	\$15,998
B-C-17-18S-2	02 Owner Rehabilitation (HOME)	\$20,000	\$17,850	\$68,100	\$14,200
B-C-17-18S-4	01 Source Repair (HOME)	\$150,000	\$4,300	\$34,670	\$115,330
B-C-17-18S-2	01 Rental Assistance (HOME)	\$35,000	\$3,717	\$28,411	\$6,589
B-C-17-18S-1	01 General Admin. (HOME)	\$33,200	\$3,825	\$37,703	\$27,497
B-C-17-18S-1	02 Fair Housing (HOME)	\$3,000	\$0	\$0	\$3,000
TOTAL:			\$54,512	\$35,863	\$18,649
Total of This Draw:			\$54,512		
HOME Funds on this draw			\$1		
HOME Funds on this draw			\$16,945		
HOME Funds on this draw			\$17,567		
Notes:					
PR (HOME)	251 E. 1st Street, London		\$2,200.00	\$2,100.00	\$3,200.00
PR (HOME)	203 Parkside, WCHG Order		\$1,585.00	\$0.00	\$1,585.00
PR (HOME)	1130 Hicks Rd., London		\$20,365.00	\$3,500.00	\$16,865.00
REBA (HOME)	Rental Assistance 0610 - 11/18		\$3,717.00	\$0.00	\$3,717.00
Admin (HOME)	Gen. Admin. 11/18 - 11/19		\$0.00	\$3,825.00	\$3,825.00
					\$24,512

Government Forms and Supplies E180761SKV

Madison County  
State of Ohio  
Office of Community Development  
Request for Payment and Status of Funds request  
RD DEC - 7 AN 02 56

Send To: Development Services Agency Ohio Family Development P.O. Box 1036 Columbus, Ohio 43261-8306	Send To: Madison County 111 Main Street London, Ohio 43130	Send To: Madison County 111 Main Street London, Ohio 43130
Project Name: Housing Rehabilitation	Project Number: RD-11-158-1	State Use Only
Home (Whelan Wright) Phone Number (614) 446-8330 Email: whelanwright@dcogohio.net	Grant Number: RD-11-158-1	State Use Only

Project No.	Project Name	Activity No.	Activity Name	Housing Site Address (if applicable)	Site Number	Amount Proposed	Approved Activity Site Budget	Balance of Activity Site Budget
1	Housing Rehabilitation	1	Home Building Repair	661 East First Street, London, OH 43130		8,300.00	8,300.00	0.00

Madison County  
State of Ohio  
Commissioners of Community Development  
Request for Payment and Status of Funds request  
RD DEC - 7 AN 02 56

Send To: Development Services Agency Office of Community Development P.O. Box 1036 Columbus, Ohio 43261-8306	Send To: Madison County Commissioners 111 Main Street London, Ohio 43130	Send To: Madison County Commissioners 111 Main Street London, Ohio 43130
Project Name: Housing Rehabilitation	Project Number: RD-11-158-1	State Use Only
Home (Whelan Wright) Phone Number (614) 446-8330 Email: whelanwright@dcogohio.net	Grant Number: RD-11-158-1	State Use Only

Project No.	Project Name	Activity No.	Activity Name	Housing Site Address (if applicable)	Site Number	Amount Proposed	Approved Activity Site Budget	Balance of Activity Site Budget
1	Administrative Staff Training	2	General Admin			6,500.00	6,500.00	0.00
3	Project Assistance	1	Home Building Repair	661 East First Street, London, OH 43130		8,300.00	8,300.00	0.00

Madison County, Ohio  
State of Ohio  
Office of Community Development  
Request for Payment and Status of Funds request  
RD DEC - 7 AN 02 56

Madison County Commissioners

Project Name: Housing Rehabilitation  
Project Number: RD-11-158-1

Home (Whelan Wright)  
Phone Number (614) 446-8330  
Email: whelanwright@dcogohio.net

Grant Number: RD-11-158-1

State Use Only

Total Amount of This Invoice: \$14,800.00

Certification of Receipt of Expenses: Two Authorized Signatures Are Required

I Certify that this request for payment was drawn in accordance with the terms and conditions of the Grant Agreement(s) cited and that the amount shown is proper for payment to the grantee's depository. I also certify that the data reported above is correct and that the amount of the request for payment is not in excess of current needs.

Date: 12-11-18  
Signature: [Signature]  
Title: Director/Supervisor

Date: 12-11-18  
Signature: [Signature]  
Title: Commissioner

State Use Only: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Subject: Resolution – Approved – Board of Elections

Mr. Forrest moved per the request of Tim Ward, Board of Elections Director, to approve the resolution that Madison County Commissioners support, the Madison County Board of Elections for Senate Bill 21.

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

Subject: Resolution – Approved – 2018 Holiday Schedule

Mr. Forrest moved that the Courthouse be opened until noon on December 31, 2018. The Commissioners Office will be closed. It is up to the Elected Office Holder/Department Head if their office is opened or closed on this day.

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





Government Forms and Supplies E 18076-81RV

11. **Adoption of Ordinance.** Ordinance approved and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, is hereby adopted and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, and the Board of Commissioners of Madison County, Ohio, is hereby authorized to execute the same.

12. **Adoption of Resolution.** Resolution approved and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, is hereby adopted and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, and the Board of Commissioners of Madison County, Ohio, is hereby authorized to execute the same.

13. **Public Hearing.** Ordinance approved and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, is hereby adopted and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, and the Board of Commissioners of Madison County, Ohio, is hereby authorized to execute the same.

**RESOLUTIONS**

1. **Resolution.** This Agreement shall be presented by the Board of Commissioners of Madison County, Ohio, to the Board of Commissioners of Madison County, Ohio, for their consideration and approval.

2. **For and From.** Ordinance approved and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, is hereby adopted and passed by the Board of Commissioners of Madison County, Ohio, on this 11th day of December, 2018, and the Board of Commissioners of Madison County, Ohio, is hereby authorized to execute the same.

3. **For the Agreement.** This Agreement, including all amendments incorporated therein by reference, constitutes the entire agreement and understanding of the parties with respect to the subject matter. Any prior written or oral agreement, understanding or representation between the parties in any form is hereby rejected, annulled, and rendered void and of no effect.

4. **Severability.** Wherever possible, and provided that the intention of the parties is not defeated, any provision of this Agreement which is held to be unenforceable or invalid shall be deemed to be severed from the remainder of this Agreement.

5. **Entire Agreement.** All other covenants, conditions, and other representations which may be made by either party in connection with this Agreement shall be deemed to be merged into and superseded by the terms of this Agreement, and no other covenants, conditions, or other representations shall be enforceable or constitute part of this Agreement.

In the case of County, to:

Madison County Auditor  
Office of the Auditor  
17 South High Street, 10th Floor  
Columbus, Ohio 43261-1001  
Madison County, Ohio

In the case of County, to:

Madison County Board of  
County Commissioners

Attest: 11/16/2018

City Clerk: Linda D. G. G. G.

Madison, Ohio

1. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Constitution. Requests for amendments or modifications of this Agreement shall be in writing and shall specify the requested changes and the justification for such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be done, approved, and executed in the same manner as the original agreement.

2. **Payment.** The use of any goods or services shall be deemed to include all other parties, and the use of any other goods or services shall be deemed to include the goods and other services, whenever the context so requires.

3. **Parties.** Section headings contained in this Agreement are included for convenience only and shall not be deemed to be a part of this Agreement.

4. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or delegated by either party without the prior express written consent of the other party.

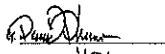
5. **Permissible Expenses.** "Travel expenses," as defined in Ohio Administrative Code Section 153.102 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds. Grants shall be reimbursed accordingly. Grants agree that it shall not be reimbursed and Grants shall not pay any fees that are deemed to be "unallowable travel expenses" under the Expense Rule, whether purchased by the County or County or their respective employees or agents.

6. **Binding Effect.** Each and all of the terms and conditions of this Agreement that relate to and bind and have to the benefit of Grants, its successors and permitted assigns.

7. **Successors.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall survive and shall benefit the parties and their respective successors and permitted assigns.

8. **Counterparts and E-Execution.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature Each of the parties has caused the Finality Hearing Loss Final Administration Agreement to be executed by its authorized representatives as of the dates set forth below, and respective signatures effective as of the Effective Date.

GRANTOR:	GRANTOR:
Madison County Board of Commissioners	State of Ohio Development Services Agency
David Dhume, President	David Goodman, Director
	By: _____
Printed Name: <u>David Dhume</u>	Printed Name: _____
Title: <u>Commissioner</u>	Title: _____
Date: <u>12-11-18</u>	Date: _____

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



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Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the contract between Department of Family & Children & Carol Bowshier, for purchase of wraparound services in accordance with contract below:

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
VENDOR CONTRACT  
MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN  
APPROVED: 11/14/18

This contract is entered into between the Madison County Department of Family and Children (Agency), 200 McKinley St., London, OH 43041 and CAROL BOWSHIER (Contractor), 6619 Jackson St., Wapakoneta, OH 45389, for the purchase of wraparound services (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 and Children in the administration of the Children Services program. This Contract is not intended to and does not establish a sub recipient or sub grant relationship as those terms are defined in either 2 CFR 200 or in the related grants management manual.

Article 2 - Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of required services, provided the Agency receives satisfactory invoices from the Contractor. 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 this contract (see Attachment 1).

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor \$20 per hour for consultation, fact finding, data collection, team meetings, modeling training and administrative services, and \$10 per mile mileage reimbursement from office location, 200 McKinley St., London, Ohio 43041.

Contractor must submit a detailed invoice each month to Agency within 20 days of the end of the monthly billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to bill for all goods or services provided during the billing period on the invoice. The Contractor will include on each invoice, if applicable:

- Contractor's name and address on the Contract and Purchase Order;

- A mailing address and, if applicable, a remittance 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 I.D.).

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; awards by the Ohio Department of Job and Family Services; 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 needed by shortage of funds. No party shall sue or Agency in the event this provision is exercised, and Agency shall not be liable for any future performance or for any damages resulting from a termination under this provision.

**Article 4 - Duration of Contract**

A. This Contract will be effective from January 15, 2019, the execution of this Contract, or the execution of the availability of funds, whichever is later, through January 15, 2020, including any extensions or renewals, 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 132.01 (F) of the Ohio Code that the amount required to meet the Agency's obligation, 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 budgeted and appropriated for such purpose and is in the treasury or in process of collection to the extent of an appropriate fund from any previous fiscal years.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to not perform work or services as described by 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 5 - Extension of Contract**

The Agency and Contractor may determine that an extension of this Contract is in the best interests of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for one year with no increase in price or change in the price 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 any amount with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

**Article 6 - 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 7 - Termination**

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

B. Notwithstanding Article 5-A, 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 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

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Inability to enforce the terms of this Contract shall be held to be a breach and not a breach of the provisions of this Contract. The parties further agree that should the Contractor be unable to complete the work specified in this Contract for any reason, such as that the Contractor has completed up to the date of termination or of its ability to enforce the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender money to the Contractor any later compensation than the termination of the contract or the Contractor's liability to complete the terms of the Contract shall be the date of termination, when extended upon request by the Agency. Notwithstanding to whom, the Contractor shall not be relieved of liability by the Agency for any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages caused by the Agency by the Contractor. The Agency may withhold any compensation in the Contract until the amount of damages the Agency has the right to seek upon termination is satisfied.

**Article 10 - Access, Availability and Retention**

All books, documents, papers, records and other information in this Contract, including supporting documentation by books submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the State of Ohio, the Internal Revenue Service, the Ohio Department of Public Safety, the Auditor of State of Ohio, the Ohio Inspector General, and any regulatory law enforcement agency and agencies of the United States present for the purpose of making audits, investigations, reports, and assessments.

All records related to this contract and supporting documentation for retention selected by Agency by Contractor shall be retained for a minimum of 5 years after the termination of this 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 described herein is pending or filed during the term of this Contract, the records shall be retained until the completion of the action and resolution of all issues that arise therefrom, or until the end of the applicable year period, whichever is later.

**Article 11 - Confidentiality**

Contractor agrees that records, documents, writings and other information produced by Contractor under this Contract and all records, documents, writings and 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, ODPS 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 1320d through 1320d-8 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/Ethics**

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 violations of this requirement.

Contractor agrees that it will refrain from promising 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, 2311.42 or 2311.43, 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, 2311.42, and 2311.43 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 cooperation rendered 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 Contributions Act, provisions of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all appropriate 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 Debts**

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 debts for liability 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 liability 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 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 bonding 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, 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 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

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's 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 IX, VI and Title 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 66;
- Equal Pay Act of 1962, 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 153.59, 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:

- 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 103 and 107 of the Contract Work hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor regulations (29 C.F.R. Part 3);

- Section 3107 of the Ohio Revised Code (RC) and Section 3107.01 of the Ohio Administrative Code (OAC) and any other rules and regulations promulgated by the State Public Utilities Commission (SPUC) and the State Public Utilities Administration (SPUA) apply.
- Workday standards and policies relating to every activity which are contained in the state agency operating procedures in accordance with the Energy Policy and Conservation Act (EPCA), 42 U.S.C. 6321-6322.
- Section 3107.01 and 3107.02 of the RC and 3107.01 of the OAC regarding the duties and responsibilities of the contractor, while working on site, namely to provide property, will not provide, transfer, use or possess illegal drugs or alcohol, or other prohibited substances.
- Section 3107.01 and 3107.02 of the RC and 3107.01 of the OAC regarding the duties and responsibilities of the contractor, while working on site, namely to provide property, will not provide, transfer, use or possess illegal drugs or alcohol, or other prohibited substances, a professional resolution required under Chapter 150, Revised Code, state, or local.

Article 11 - Other Support

Contractor agrees to cooperate with OSHA and any other relevant agency in carrying out their duties and responsibilities. Contractor shall cooperate with OSHA and any other relevant agency in carrying out their duties and responsibilities. Contractor shall cooperate with OSHA and any other relevant agency in carrying out their duties and responsibilities.

Article 11 - Health

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for all laws, regulations, legislation, or any other benefits provided to employees of the state of Ohio or of Madison County.

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

*Lori Dodge-Dorsey*  
Lori Dodge-Dorsey, Director Date 12/14/18

*Carol Bowditch*  
Contractor Date 12/14/18

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By: *Steph Perna*  
For State Prosecutor Date 12-5-18

BOARD OF MADISON COUNTY COMMISSIONERS

*Daniel Dume*  
Commissioner  
*Mark Zund*  
Commissioner  
Date 12-11-18

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