

Government Forms and Supplies E1807618KV

Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Interim Director, to approve the contract between Family & Children and Spencer Bowshier, for Youth – Lead Prevention services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN SERVICES  
PURCHASE CONTRACT

This contract is entered into on 10 December, 2018 between the Madison County Department of Family and Children Services ("Agency") 200 Midway St., London, OH 43040 and Spencer Bowshier ("Contractor") doing business at 133 East Main Street, Mt. Perry, OH 43040 for the purchase of Youth Lead Prevention services (attached).

Article - 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 Youth Lead Prevention. This contract is not intended to establish a relationship or any other relationship of contractors or referred in other Ohio Code in the relevant public management "unseasoned".

Article - Scope of Services/ Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency makes sufficient allocations from the ledger. The Agency agrees that reimbursement of all material 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 attached to this contract. Delivery of purchased services shall be documented with all the Agency's work orders received.

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

Article - Billing and Payment

Payment shall be made on a direct reimbursement basis or end of contract.

Agency agrees to reimburse the Contractor:

- \$100 per hour for consultation, instruction, data collection, community meeting, monitoring training and administration services, and \$20 per mile reimbursement.
- Total cost for Youth Lead Prevention services not to exceed \$30,000, unless by authorization by Agency.

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 a net invoice, if applicable.

- Contractor's name will appear on the Contract and Purchase Order;
- A valid purchase order, if applicable, must be received;
- 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; 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 shortage 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 Nov 23, 2018 the execution of this Contract, or the certification of the

availability of funds (below) whether to bear, through 10/18/2018 include, unless otherwise extended, approved in Article 6 of this contract, or terminated as provided in Article 4 of this contract.

It is hereby stated that the foregoing is a copy of the contract as it is being performed by both Agency and Contractor that their contract will not be void and enforceable until the Madison County Auditor certifies pursuant to Section 5305.01 (C) Revised Code, that the amount required to meet the Agency's obligation is, 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 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 as set forth in 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 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 payment schedule 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 6 - Amendment of Contract**

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and comply with 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 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, as indicated by Contractor's Articles of this Contract, or has otherwise as stated 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 final deliverances and to maintain records, 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, and actions needed, and other such matters as 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 rate set forth in Article 4, above, less any funds previously paid by or on behalf of Agency Agency shall 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 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, audit or other action involving the records has started before the expiration

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of the 1 year period, the records must be retained until the expiration of the statute of limitations of all lawsuits that may be filed in any court of law in this state.

**Article 8 - Confidentiality**

Contractor agrees that all records, documents, writings or other information provided by Contractor under this Contract, and all records, documents, writings or other information used by Contractor in the performance of this Contract or related working for the Agency herein.

A. All Agency information which, under the laws of the state of Ohio or the 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.

A. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, under public law, is held to be confidential by the employer or the contractor or which is held to be confidential by the contractor.

Contractor is responsible for notifying Agency of the nature of the information given to be released to Agency. Failure to provide such notification is a breach of the proprietary nature of the information, and a violation of any right of Contractor to protect against Agency's use of the Contractor or of any proprietary or trade secret data. Such failure shall be deemed a violation of the contract and 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 retention 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 provided by the contractor is a trade secret, or is held to be confidential.

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 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 include no copies of source data were received by Contractor. Contractor hereby agrees to warrant and comply compliance with all applicable laws, rules, regulations, and policies of the Agency, Madison County and the State of Ohio, including but not limited to, the Freedom of Information Act (FOIA), the Privacy Act, the Access to Information Act (ATIA), and the Access to Information Act (ATIA).

**Article 11 - Conflict of Interest**

Contractor agrees that Contractor will not provide 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. Contractor will not act as officer, employee or agent of the Agency to induce any employees of the Madison County and the State of Ohio to resign or to leave from their positions with the Madison County or the State of Ohio.

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, 2921.42 or 2921.43, 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, 2921.42, and 2921.43 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 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, 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 Duties**

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 with respect to 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 general notification to 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 not 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, in its or 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 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 11875, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- 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.

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Article 10 - Insurance Requirements

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

- The Workmen Act (43 USC 255) to 255a-1, Public Law 74-654, as supplemented by Department of Labor regulations (29 CFR Part 15)
- Sections 538 and 539 of the Contract Work Hours and Safety Standards Act (40 USC 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 15)
- Copeland "Anti-Kickback" Act (48 USC 184) as supplemented by Department of Labor regulations (29 CFR Part 15)
- Section 508 of the Clean Air Act (42 USC 1857 ff) section 508 of the Clean Water Act (33 USC 1363) Executive Order 11738, and environmental protection requirements (40 C.F.R. part 155)
- 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 (P.L. 94-163, 90 Stat. 410)
- 29 CFR Part 25 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to assure all employees performing duties responsibilities under this contract, while working on-site, comply in strict compliance with such policies, procedures, rules or process through the use of, or these provisions through any way.
- Sections 501.13 (A) and (B), Revised Code, which require that no agency or department of the state 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, interest, institution, or professional association organized under Chapter 1707, Revised Code, unless, as stated.

Article 11 - OHS Support

Contractor agrees to cooperate with OSHA and any other support enforcement agency in assisting Contractor or employees of Contractor meet OHS support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any report or administrative order for the OHS support which is issued pursuant to OSHA 29 CFR 1910, Revised Code.

Article 12 - Bonds

Notwithstanding to agents or employees of either contractor or employee of the agency for any purpose and, therefore, they are not eligible for bid bond, pre-qualification, or any other bid bonds that prohibit employees of the state or of local authority.

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 AND CHILDREN

*Leil Dodge-Dorsey*  
Leil Dodge-Dorsey, Director

12/11/18  
Date

*Stephen Brinn*  
Contractor

11-29-18  
Date

MADISON COUNTY PROSECUTOR  
Approved as to Form and Legal Sufficiency

By: *Steve Pronal*  
For Steve Pronal

12-11-18  
Date

BOARD OF MADISON COUNTY COMMISSIONERS

*Dennis D. Whinn*  
Commissioner

*John B. [Signature]*  
Commissioner

*Mark [Signature]*  
Commissioner

12-18-18  
Date



Assignment

Description of Office - Youthful Prevention

Current Position: All Youthful Prevention Leader and Educator

**Position Purpose Summary:** The All Youthful Prevention Leader and Educator will engage and educate youth involved in Youthful Prevention initiatives, including youth employees. The All Youthful Prevention Leader and Educator will develop and oversee administration and staff in Madison County school districts. The All Youthful Prevention Leader and Educator will create additional accountability in the field of Prevention.

**Minimum Skills and Personal Essential Functions:**

- Must possess a BA and Ohio Bar Service Background check
- High school diploma
- The ability to communicate verbally and in written format
- Develop and maintain effective working relationships with associates and resources from diverse cultural backgrounds
- Must be able to perform all essential physical and mental activities
- Must be able to gain skills, knowledge and experience necessary to be held in Position

Position shall have one or more of the registrations, certifications or other licenses from professional regulatory entities in Ohio, as defined in OAC Chapter 3303.5-1.06.

At a minimum, position shall be a Registered Applicant, with the Ohio Chemical Dependency Professionals Board, in certification as a Prevention Specialist Associate, or shall apply to become a registered applicant within sixty days of the award of position.

- Adhere to the office discipline and provide a positive role model in Madison County schools, outside meetings, and community.
- Provide leadership in the development, implementation and evaluation of Youthful Prevention.
- Develop trust and respect with youth.
- Assist in the development of Youthful Prevention initiatives and assist in the development of strategies to resource those initiatives.

- Ensure Prevention programs are facilitated with high fidelity to the model.
- Contribute to and support a positive, team-oriented work environment.
- Collect data, as required, for Prevention strategies being implemented within Youthful Prevention.
- Supervise youth employees and Youthful Prevention Youth Leader.
- Develop relationships with school personnel, including but not limited to administration and teachers.
- Develop relationships with community partners, including but not limited to businesses, religious organizations and nonprofit organizations. This will include identifying and connecting resources to the Department Manager.

Following a second from Mr. Hunter 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, Interim Director, to approve the contract between Job & Family Services and Downey Albrecht & Riepenoff LLP, Attorneys at Law, to provide services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
CONTRACT

This contract entered into on 12/14/18 between Madison County Department of Job and Family Services, 200 W. High St., Columbus, OH 43261 and Downey Albrecht & Riepenoff LLP, Attorneys at Law, 1215 Walnut Street, Suite 200, New Haven, OH 43054.

**WITNESSETH**

WHEREAS, MADCO is desirous of having the services of the Attorney to assist and represent MADCO in matters involving personnel management, labor law, and other matters, and whereas the Attorney is desirous of performing such services, and whereas the parties have agreed to the terms and conditions hereinafter set forth:

WHEREAS, the results of the Madison County public auction have a significant financial impact on MADCO and

WHEREAS, MADCO has determined that certain legal, technical, and professional assistance will be needed in the performance of these services and

WHEREAS, Downey Albrecht & Riepenoff LLP is approved and willing to perform the above services, and whereas there is an agreement specifying the rights and duties of each party.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

**Article 1 - Scope of Work**

The Attorney will perform such services as MADCO may be requested by MADCO, including advice and services in order for MADCO to carry out their human resource management, labor law administration, labor relations program and other matters set forth in MADCO's policies.

- To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before MADCO and to advise and represent MADCO in matters requested by MADCO.
- To advise MADCO as to the implications of the economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any.
- To advise MADCO of all personnel law developments and to attend bargaining sessions with the representatives of the employees upon request of MADCO.

- may represent employees with MADCO's and
- to provide any other necessary representation to MADCO's management personnel and elected officials throughout specific negotiating periods and, at the request of MADCO, on other matters relating to MADCO's labor relations program, civil service, or as otherwise directed.

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

**Article 2 - Purpose**

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Family Services programs. This Contract is not intended to and does not establish a job relationship or job parties relationship as those terms are defined in either 2 CFR 200 or in the federal grants management "Common Rule".

**Article 3 - Scope of Services/Deliverables**

A. **Agency Responsibilities** - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the funder. The Agency agrees that reimbursement of all contracted costs will be dependent upon Contractor performance by the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all amendments 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 provider's response to the RFP, including all appendices and attachments, are incorporated in this contract by reference and made part here to.

**Article 4 - Billing and Payment**

Agency agrees to compensate the Contractor per the amounts listed:

- Hourly rate of \$150.00 for all time expended by Attorneys on behalf of MADCO.

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 indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;

- A mailing address, if applicable, a contact e-mail;
- An invoice number;
- The date of the invoice;
- The amount of the billing, including, as applicable, a summary of billable items or services provided or of hours plus the number of hours;
- The Purchase Order; and
- The vendor number (Federal Acquisition ID).

Under no circumstances will Agency make payment for any products or services for which no invoice is received by the end of the billing period. In addition, under no circumstances will Agency make payment for any products or services for which no invoice is received within 180 days.

The Agency and Contractor have the final authority to determine whether an invoice is correct, timely and accurate. There will be no extension to the time for submission 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 make a 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 5 - 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 not seek efforts to obtain the appropriation of any necessary funds during the term of this 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, funds by the Ohio Department of Job and Family Services, and appropriations by the Madison County Board of County Commissioners.

If funds are not appropriated and available for the performance 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 shortage 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 6 - Duration of Contract**

A. This Contract will be effective from January 1, 2019, the execution of this Contract, or the certification of the availability of funds (whichever is later), through December 31, 2019, 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 void and enforceable until the Madison County Auditor certifies pursuant to Section 5705.41 (D), 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, 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 7 - 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 agreed 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 8 - 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 9 - Termination**



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A. If any party to this contract is terminated or its liability 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 liability to continue the terms of this contract shall become the property of Agency.

B. The Agency shall not be liable to tender 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 contractor is agreed upon or otherwise terminated.

C. The contractor shall be liable to tender 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 contractor is agreed upon or otherwise terminated.

D. The contractor shall be liable to tender 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 contractor is agreed upon or otherwise terminated.

E. The contractor shall be liable to tender 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 contractor is agreed upon or otherwise terminated.

F. The contractor shall be liable to tender 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 contractor is agreed upon or otherwise terminated.

G. The contractor shall be liable to tender 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 contractor is agreed upon or otherwise terminated.

H. The contractor shall be liable to tender 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 contractor is agreed upon or otherwise terminated.

reason, such service as the contractor has provided up to the date of termination or of its liability 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 liability to continue the terms of this contract shall become the property of Agency.

The Agency shall not be liable to tender 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 contractor is agreed upon or otherwise terminated.

Article 10 - 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 Ohio Department of Job and Family Services, 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, audit 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 Ohio or under federal law, is classified as public information 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 return of the information prior to its release to Agency. Failure to provide such prior notification in a number 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 retention 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 contract and deliver specified benefits. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, OHIO and the State of Ohio. The terms of this Section will 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 90 days following termination of the Contract and shall remain the sole property of contract data was retained by Contractor. Contractor hereby agrees to comply with all applicable laws, including but not limited to 42 USC Sections 11201 through 112032 and the implementing regulations found at 45 C.F.R. Section 164.501(g) and Section 164.504 (f) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**Article 13 - Conflict of Interest/ Ethics**

Contractor agrees that Contractor will not provide 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 act as officer, employee or agent of the agency to receive any requirements of the Madison County needs of state funds of contract requirements and will refrain from activities which would result in violations 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 constitute 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, 2311.41 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, 2311.41, 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 13 - Independent Contractor**

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties 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 Contributions Act, provisions of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and the employment 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 14 - Limitation of Liability; Contractor Duties**

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

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Agency to do so. Contractor will not permit a release or claim to be filed or presented against the Agency on account of any delay, mistake, or materials furnished by Contractor, field, agents, or others to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person connected with this contract as such delay or mistake, the preparation or filing of any such claim, or any such delay, pay and 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.

A. Agency hereby declares, whether in contract or later, pay not exceed the total amount of any person payable to Contractor under Article 3 of this Contract or the amount of first damages incurred by Contractor, which in no event's Agency liable for any indirect or consequential damages, including loss of profits, and 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 delay in the general or specific or supply of labor and of the performance of this contract, including all work, services, materials, reports, studies, and equipment progress provided by Contractor. Agency will provide prompt protection in every way of such suit or proceeding, including all information and opportunity to conduct the defense thereof, and full reimbursement of all reasonable expenses 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, if it is Contractor's response. If any of the materials, reports, or studies provided by Contractor are found to be infringing upon and the use or publication thereof is enjoined, Contractor agrees to, at his own expense and at his option, either procure the right to publish or otherwise cover such infringing materials, reports or studies; replace them with non-infringing items of equivalent value; or notify those in which they are no longer infringing. The obligations of Contractor under this Section shall be the limitation of this contract, without limitation.

**Article 15 - 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 subcontractors are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payments 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 initiate a process to bring the subcontractor into compliance or if the subcontractor's contract with contractor is immediately terminated.

**Article 16 - Governing Law**

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

**Article 17 - 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 18 - 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 19 - 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 specified in the Contract and will require all of its subcontractors for any part of such work to transport and implement all subcontractors for such work.

B. The Contractor agrees to post a surety bond, as applicable to employees and applicable to employees, as required by the Contractor and to comply with all applicable federal and state laws. The Contractor will be in full compliance with all applicable laws and regulations for employees, including but not limited to, applicable federal, state, and local laws, regulations, and codes, including but not limited to, applicable federal, state, and local laws, regulations, and codes, including but not limited to, applicable federal, state, and local laws, regulations, and codes.

C. The Contractor certifies that its employees and subcontractors will comply with state and federal child labor laws and regulations, including but not limited to:

- Title 14, Part 1317 of the Ohio Code, as amended;
- Executive Order 13883, entitled Child Employment, as amended by Executive Order 13935, and as supplemented in Department of Labor regulations (29 CFR Part 80);
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Equal Opportunity Act of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Americans with Disabilities Act of 1990, as amended;
- Fair Labor Standards Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Housing Opportunity Act, as amended;
- Defense Education Act, as amended; and
- Sections 11221 and 11231, and Chapter 1124, Revised Code.

**Article 20 - Compliance Requirements**

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

- Code of Federal Regulations (29 U.S.C. 2261-2262), Public Law 91-463, as supplemented by Department of Labor regulations (29 CFR Part 85);
- Sections 103 and 104 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 331 through 334) as supplemented by Department of Labor regulations (29

CFR part 85);

- Copeland "Anti-Boycott" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- Section 305 of the Clean Air Act (42 U.S.C. 1857 (h)), section 503 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, 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, 89 Stat. 871);
- 29 CFR Part 88 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 3517.43 (f) and (j), 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 or organized under Chapter 1765, Revised Code, estate, or trust.

**Article 21 - Child Support**

Contractor agrees to cooperate with ODJFS 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 22 - 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.

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.

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MADISON COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES

Lori Dodge-Dorsey 12/12/18  
Lori Dodge-Dorsey Director Date

FISHEL DOWNEY ALBRECHT & REBENHOFF LLP

Marc A. Fishel 12/12/18  
Marc A. Fishel Date

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By: Stephen Pronal  
For Steve Pronal  
12-13-18  
Date

BOARD OF MADISON COUNTY  
COMMISSIONERS

David D. Dume Commissioner  
D. B. Hunter Commissioner  
Mr. Forrest Commissioner  
12-18-18 Date

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

Subject: Change Order – Approved – Garland

Mr. Hunter moved to approve the change order #1 request from Garland in the amount of \$37,070.00. This is for the chairman to sign.



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



CHANGE ORDER REQUEST #1

DATE: 12/14/2018

TO: Madison County Commissioners

PROJECT: Madison County Courthouse Roofing Project

USC Project Number: 25-OH-180728

DESCRIPTION: Additional Work – Catwalk Roof Area

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

- Mechanically attach new Imetco 7.2 Panel to existing metal roof panels
- Install flat stock metal/Imetco panel over existing skylight
- Fabricate and install new ridge metal and closures
- Fabricate and install new edge metal and counterflashing metal
- Price includes rental of man lift and site restoration

MADISON COUNTY  
COMMISSIONERS  
2018 DEC 18 PM 12:36

Labor and Materials.....\$37,070.00

Sincerely,

Ron Seitz

Project Manager  
216-430-3631  
[rseitz@garlandind.com](mailto:rseitz@garlandind.com)

Signature: David Dhume

Printed: DAVID DHUME

Title: Commissioner

Date: 12-10-18

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: Employee Agreement – Approved – Administrator

Mr. Forrest moved to approve the employee agreement between Larry Robert Slane and the Board of Madison County Commissioners. Effective December 18, 2018 through December 18, 2021.

MADISON COUNTY  
COMMISSIONERS  
NOV 23 10 29 AM '20

EMPLOYMENT AGREEMENT

This employment agreement is made this 16<sup>th</sup> day of December, 2018 between the Board of Commissioners of Madison County Ohio, 1 North Main Street London, Ohio 43140 [Employer] and Larry Robert Slane, 332 Mabel Court London, Ohio 43140 [Employee].

Article I

Term of Employment

- 1.1 Employer hereby employs Employee and Employee hereby accepts employment with Employer for a period of three (3) years beginning on the 16<sup>th</sup> day of December, 2018, ending on the 16<sup>th</sup> day of December, 2021.
- 1.2 As used herein, the phrase employment term refers to the entire period of employment of Employee by Employer hereunder whether for the periods provided above or whether terminated earlier as herein after provided or extended by mutual agreement between Employer and Employee.

Article I

Duties and Obligations of Employee

- 2.1 Employee shall serve as county administrator of Madison County. In his capacity as county administrator, Employee shall do and perform all services or acts necessary or advisable to manage and conduct the business of the Board of County Commissioners of Madison County in accordance with order of the Board.

Article II

Obligations of Employer

- 3.1 Employer shall provide Employee with the compensation and benefits specified elsewhere in this agreement.
- 3.2 Employer shall provide Employee with office space, office equipment, supplies and other facilities and services suitable to Employee's position and adequate for the performance of his duties.

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Article IV

Compensation

- 4.1 As compensation for the services to be performed hereunder Employee shall receive a gross salary of \$100,786.00 per annum plus benefits payable not less than twice per month.
- 4.2 The Board of County Commissioners will review the salary level yearly and increase the salary by 3% per year at the discretion of the Board of County Commissioners.
- 4.3 Employer shall deduct or withhold from the compensation due to Employee hereunder any and all sums required for federal income and social security taxes and all state and local taxes now applicable or that may be enacted and become applicable in the future.

Article V

Employee Benefits

- 5.1 Employee shall receive sick time, vacation leave, expense reimbursements and other benefits as set forth in Employer's Personnel and Procedures Manual amended from time to time.
- 5.2 Employer shall provide to the Employee health coverage in the percentages available to all county employees.

Article VI

Termination of employment

- 6.1 (a) Employer reserves the right to terminate this agreement if Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this agreement; or commits such acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude as would prevent the effective performance of his duties. Employer reserves the right to suspend or terminate this agreement if Employee commits any act that jeopardizes Madison County Board of Commissioners or if Employee commits a felony or is charged with a crime.

(b) Employer may, at its option, terminate this agreement for the reasons stated in this section by giving written notice of termination to Employee without prejudice of any other remedy to which Employer may be entitled either at law, in equity, or under this agreement.

(c) The notice of termination required by this section shall specify the ground for the termination and shall be supported by a statement of all relevant facts.

17912

(k) termination under this section shall be considered "for cause" for the purposes of this agreement.

Termination with or without cause

62 (g) This agreement shall be terminated upon the death of Employee.

(h) Employer reserves the right to terminate this agreement not less than thirty (30) days after Employee's last opportunity to work and disability that would prevent the performance of his duties under this agreement. Such a termination shall be effected by giving ten (10) days' written notice of termination to Employee.

(i) termination under this section shall be considered "for cause" for the purposes of this agreement.

Article IX

General Provisions

21 Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing on the signature page of this agreement. If such may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as for the date of actual receipt; mailed notices shall be deemed communicated as of date of mailing.

22 Modifications. The terms of this agreement shall not be altered, amended, or modified except in writing signed by a duly authorized officer of corporation and by manager.

23 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or enforcement of any right or power of any one time or times be deemed a waiver or enforcement of that right or power in all or any other times.

Article X

Whole Agreement

81 This agreement contains the entire contract between the parties, and any prior agreements that may have been made by either party to the

other are void. Neither party has relied on such prior representations in entering into this agreement.


Article XI

Termination Pay

9.1 In the event that Employee's services with corporation should terminate, employee will not receive any termination pay other than the salary that is due up to the date of the termination of his services.

In witness whereof, the parties have executed this agreement of London, Ohio, on 12/18/2018.

EMPLOYEE:

  
Gary Robert Stone  
332 Mabel Court  
London, OH 43140

BOARD OF COMMISSIONERS,  
MADISON COUNTY, OHIO:

  
David Dhume, Commissioner

  
Mark Forrest, Commissioner

  
David Hunter, Commissioner

1 North Main Street  
London, OH 43140

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