

Commissioners Journal # 89 Page 345 December 26, 2018

Government Forms and Supplies E107781SKV

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: Budget Revision – Approved – Treasurer

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

Increase: Treasurer (1000-A01C-5-0010) in the amount of \$0.88.

Increase: Treasurer (1000-A01C-5-0020) in the amount of \$0.16.

Decrease: Treasurer (1000-A01A-5-0045) in the amount of \$1.04.

*Donna L. Landis*

MADISON COUNTY TREASURER

Email - treasurer@co.madison.oh.us

MADISON COUNTY COMMISSIONERS  
2018 DEC-20 AM 9:22

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 20, 2018

Madison County Commissioners  
Madison County Court House  
London Ohio 43140

Gentlemen:

Please make the following adjustments to my 2018 Budget. Fund 1000-A01C-50010 increase - 88 cents.  
Fund 1000-A01C-50020 increase -16 cents.  
Decrease Fund 1000-A01C-50045-\$1.04.

Thank you for your cooperation.

Respectfully,

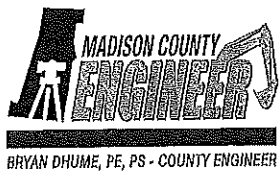
*Donna Landis*

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: Transfer - Approved - Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the transfer for the following:  
Transfer from: Ditch Maintenance Equipment (4100-R000-5-0070) in the amount of \$65,323.00.  
Transfer to: Equipment Transfers (4150-0000-4-0500) in the amount of \$65,323.00.



MADISON COUNTY COMMISSIONERS  
216 DEC 26 AM 10:17  
825 US 42 NE  
LONDON, OHIO 43140  
T: 740-852-9404 | F: 740-852-9630

Dec. 28, 2018

Madison County Commissioners  
1 North Main Street  
London, Ohio 43140

Re: Ditch Maintenance Equipment

Gentlemen:

I am requesting to transfer \$65,323.00 from the Ditch Maintenance Equipment Account (4100-R000-50070) to the Equipment Transfers Account (4150-0000-40500) as requested by the State Auditor.

Equipment owned by the Ditch Maintenance Crew is charged out based on hours used on each ditch as an expense. These charges are then transferred into the Ditch Maintenance Equipment Fund and used to replace and purchase equipment for this department.

Sincerely,

Bryan B. Dhume, PE, PS  
Madison County Engineer

Approved: ✓

MADISON COUNTY COMMISSIONERS

Disapproved: \_\_\_\_\_

Date: 12-28-18

cc: Jamie Kemper / Auditor Office

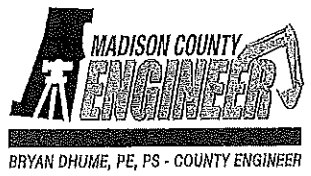
Following a second from Mr. Hunter the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, yes, and Mr. Forrest, yes.

Government Forms and Supplies E180761SKV

Subject: Budget Revision - Approved - Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the budget revision for the following:

- Increase: Engineer Salary (2000-K000-0010) in the amount of \$0.10.
- Decrease: Office Salaries (2000-K000-0020) in the amount of \$0.10.
- Increase: Office PERS (2000-K000-0042) in the amount of \$5,100.00.
- Increase: Road PERS (2000-K100-0042) in the amount of \$13,300.00.
- Decrease: Road Materials (2000-K100-0601) in the amount of \$18,400.00.



MADISON COUNTY COMMISSIONERS  
 2018 DEC 26 AM 10:17 825 US 42 NE  
 LONDON, OHIO 43140  
 T: 740-852-9404 | F: 740-852-9530

December 26, 2018

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

Re: Budget Changes 2018

Gentlemen:

I am requesting your approval to make the following changes in my 2018 Gas Tax Budget:

|   |    |           |
|---|----|-----------|
| Increase (2000-K000-0010) Engineer Salary | \$ | 0.10      |
| Decrease (2000-K000-0020) Office Salaries | \$ | 0.10      |
| Increase (2000-K000-0042) Office PERS     | \$ | 5,100.00  |
| Increase (2000-K100-0042) Road PERS       | \$ | 13,300.00 |
| Decrease (2000-K100-0601) Road Materials  | \$ | 18,400.00 |

Adjusted beginning balances will be as indicated below:

|                                  |    |              |
|----------------------------------|----|--------------|
| (2000-K000-0010) Engineer Salary | \$ | 94,103.10    |
| (2000-K000-0020) Office Salaries | \$ | 329,386.00   |
| (2000-K000-0042) Office PERS     | \$ | 59,100.00    |
| (2000-K100-0042) Road PERS       | \$ | 190,349.51   |
| (2000-K100-0601) Road Materials  | \$ | 1,408,975.00 |

Thank you for your cooperation in these necessary changes.

Sincerely,

Bryan D. Dhume, PE, PS  
Madison County Engineer

MADISON COUNTY COMMISSIONERS

Approved: ✓

Disapproved: \_\_\_\_\_

Date: 12-26-18

Dennis D. Hunter  
David B. Hunter  
Mark A. Forrest

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 E16079 (5/07)

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 Job & Family Services and Minner Fire Extinguisher Sales & Services to provide services in accordance with the contract below.

MADISON COUNTY COMMISSIONERS

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR CONTRACT

This contract is entered into between the Madison County Department of Job and Family Services (Agency), 200 Victory St., London, OH 43130 and MINNER FIRE EXTINGUISHER SALES AND SERVICE, 2550 W. STATE ROAD, OH 43124 for the purchase of required services or products that are in accordance with the Administration, which do not but are not limited to:

• FIRE EXTINGUISHER PURCHASES

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

Article 1 – Purpose

The purpose of this Contract is for the purchase of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Child Support program. This Contract is not intended to and does not constitute a subject to a grant or awardship in those terms as defined in section 20102.01 of the federal grant management "Manual".

Article 2 – Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the lender. 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 procedures established in this contract, if applicable, and all attachments to this contract. Delivery of purchased services shall also be dependent on that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all the required services or products in accordance with Administration (Purchase Order).

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- \$180 per fire extinguisher (5 year lifespan 220)
- \$1000 total for fire extinguisher (500)

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 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

services to the State of Ohio, such as federal loans, applications made by the Ohio General Assembly, needs by the Ohio Department of Job and Family Services, and applications by the Madison County Commissioners.

If funds are not appropriated and available for the purchase 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 payment 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. Any products that come to Agency in the event of this provision essential, and Agency shall not be obligated to take any further responsibility for any charges resulting from termination under this provision.

**Article 5 - 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, 2020, unless renewed or extended, approved by the Board of Commissioners, 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 renewed or extended until the Madison County Auditor receives payment in full from the State of Ohio. In the event 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, is not received to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purposes and is otherwise in compliance with all applicable laws, the contractor shall be responsible for such payments and in the absence of such payment the contractor shall be responsible for such payments and in the absence of such payment the contractor shall be responsible for such payments.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to either perform work or submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

**Article 6 - Extension of Contract**

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

**Article 7 - Amendment of Contract**

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

**Article 8 - Termination**

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

B. Notwithstanding Article 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.



Government Forms and Supplies E1607915K1V

The party responsible for the contract is hereby notified that the party is responsible for the contract. Should the Contractor wish to terminate this Contract, the Contractor must deliver a written notice of termination to the Agency before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so at any time upon delivery of the termination notice.

The parties hereto agree that should the Contractor be terminated, as well as the Contractor being unable to provide the services agreed to in this Contract for any reason, such as the Contractor has provided up to the date of termination of its ability to continue the terms of this Contract, it shall be held responsible and according to the provisions of Article 10 of this Contract, the parties further agree that should the Contractor be terminated or should the Contractor become unable to complete the work specified in this Contract for any reason, such as work on the Contractor has been completed up to the date of termination of its ability to continue the terms of this Contract, it shall remain the property of Agency.

The Agency shall not be liable to either party for the Contractor's failure to complete the terms of the Contract, which shall be the date of termination, when either party is terminated by the Agency. Notwithstanding the above, the Contractor shall not be released of liability to the Agency for damages sustained by the Agency in the event of a breach of the Contract by the Contractor. The Agency reserves the right to keep all records, systems, data, or records made available to the Agency by the Contractor. The Agency may, without any obligation to the Contractor, use all the information and data provided by the Contractor for the purposes of the contract and for other related purposes. The Agency reserves the right to use the information and data provided by the Contractor for the purposes of the contract and for other related purposes.

Article 10 - Confidentiality and Information

All books, documents, papers, and records which are directly prepared in this Contract, including supporting documentation for services rendered to the Agency by the Contractor, shall be made available by Contractor to the Agency, the state of Ohio, including but not limited to the Ohio Department of Public Safety Services, the Bureau of Motor Vehicle Services, and any other agency or entity which may be required to receive information and records of the Ohio Department of Public Safety Services for the purposes of policy, safety, operations, security, and other purposes.

All records related to this contract, including but not limited to supporting documentation for services rendered to the Agency by Contractor shall be retained for a minimum of 10 years after the termination of the contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If applicable, this contract, including all other information relating to the contract, shall be retained for the expiration of the 10-year period. The records and information shall be maintained in a secure and accessible manner that is consistent with the end of the retention type.

period, whichever is later.

Article 10 - Confidentiality

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

- A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is a question as to whether information is public or private, Agency will make the final determination.
- B. All Contractor information which is proprietary will be held to be strictly confidential by Agency. Proprietary information is information which, if made public, would put Contractor at a disadvantage in the marketplace and trade of which Contractor is a part.

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

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, 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 13204 through 13204-8 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).



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**Article II - Assignment of Contract**

**Article II - Assignment of Contract**

This contract shall not be assigned or subcontracted 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 shall be deemed to be bound by the terms and conditions of this contract. The Contractor is responsible for making itself responsible for all subcontractors for any purposes provided by such a subcontractor.

Contractor must notify Agency with 30 days of when the contractor or subcontractor has been notified of a subcontractor's out of compliance in a written notice to contractor through the process. Should this occur, contractor will immediately coordinate a process with the contractor to the compliance of the subcontractor's contract with contractor in a mutually beneficial manner.

**Article III - Compliance**

This contract and any modifications, amendments, alterations, or the general, revised, and related subcontracts shall be in compliance with the laws of Ohio.

**Article IV - Integration and Modification**

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations that are 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 V - Severability**

If any provision of this contract or the application of such term or provision to any person or circumstance shall, in any respect, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any person or circumstance shall not be affected thereby and shall be enforceable and valid and enforceable to the fullest extent permitted by law.

**Article VI - Equal Employment Opportunity**

In carrying out 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 III, 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 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.

Article 10 - Compliance Requirements

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

- Federal Anti Bid Law (31 USC 1251-1259), Anti Kick Back Law (31 USC 1251-1259), as supplemented by Department of Labor regulations (29 CFR Part 15)
- Section 103 and 104 of the General Public Works Act (31 USC 1201 through 1203) as supplemented by Department of Labor regulations (29 CFR part 15)
- General Anti Kick Back Act (31 USC 1201) as supplemented in Department of Labor regulations (29 CFR Part 15)
- Section 103 of the General Act (31 USC 1201) section 103 of the Ohio General Act (31 USC 1203) General Act (31 USC 1201) and supplemental provisions as supplemented by 29 CFR part 15
- Any applicable state and local laws which are contained in the state agency associated with the project in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 91 Stat. 117)
- 29 CFR Part 15 and 16 CFR 16 regarding contract work. Contractor will make a good faith effort to ensure all employees performing labor or services under the contract, while working on site, occupy in public property will not purchase, lease, use or possess legal drugs or alcohol, or abuse prescription drugs in any way.
- Section 3111.11 and 11.12, Revised Code, which require that no agency or department of the state of Ohio or any political subdivision of the state shall enter into any contract for the purchase of goods or services from the bonded laborer services unless more than five percent of the work is performed, in whole or in part, by or for other bonded laborer services, including, but not limited to, agricultural associations registered under Chapter 173, Revised Code, or a trust.

Article 11 - OSHA Support

Contractor agrees to cooperate with OSHA and any other support agencies in ensuring Contractor or employees of Contractor meet OSHA support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any current or future state or federal law with the willful violation of support which is hereby agreed to Chapter 3111, Revised Code.

Article 21 - 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.

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

MADISON COUNTY DEPARTMENT OF  
JOB & FAMILY SERVICES


*Toi Dodge-Dorsey*      12/17/18  
Toi Dodge-Dorsey, Director      Date

*Charles K. Inner*      12-14-18  
Charles K. Inner      Date

MADISON COUNTY PROSECUTOR  
Approved as to Form and  
Legal Sufficiency

By: *Stébe Pronal*  
For Stébe Pronal  
12-16-18  
Date

BOARD OF MADISON COUNTY  
COMMISSIONERS

*David Dhume*        
Commissioner  
*David B. Hunter*  
Commissioner  
*Alfred J. Forrest*  
Commissioner  
12-26-18  
Date

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