

Commissioners Journal # 89 Page 207

December 4, 2018

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: Appropriation – Approved – Juvenile

Mr. Hunter moved per the request of Chris Brown, Juvenile Judge, to approve the appropriation from unappropriated funds for the following:

Appropriate: \$9,100.00 to (7080-T800-5-0200).

Appropriate: \$1,337.50 to (7080-T800-5-0006).

Appropriate: \$1,400.00 to (7080-T800-5-0009).

IN THE COURT OF COMMON PLEAS, MADISON COUNTY, OHIO
 PROBATE DIVISION, JUVENILE COURT
 1 North Main Street
 London, OH 43140
 740-852-0760
 CHRISTOPHER J. BROWN, JUDGE

MADISON COUNTY
 COMMISSIONERS
 2018 DEC -4 AM 10:33

To: Madison County Commissioners
 From: Judge Christopher J. Brown *Chris Brown*
 Date: December 4, 2018
 Re: FY 2019 DYS Felony & Delinquency Grant (7080)

In an effort to keep all line items in good standing and prevent deficiencies between expenses and revenue, our Court would like to maintain the line items according to the grant's fiscal year of July 1, 2018 thru June 30, 2019. The county operates on a calendar year of January 1st thru December 31st which conflicts with the grant's yearly budget. Therefore, the following line items outline the budget amounts for both July 1, 2018 through December 31, 2018 and January 1, 2019 thru June 30, 2019. This allows expenses to align more closely with the revenue received from this funding source. In addition, there is an increase in the program administration for this budget to cover training and contract fees for the grant administrator. An increase in GPS Monitoring due to more youth being placed on GPS tracking devices and an increase in Youth Intervention Groups due to the implementation of One Life Classes for youth involved in the Diversion program.

1. Appropriate \$9,100 to 7080-T800-50200 for a new budgeted total of \$ 24,455.00.00.
2. Appropriate \$ 1,337.50 to 7080-T800-50006 for a new budgeted total of \$3,000.00
3. Appropriate \$1,400.00 to 7080-T800-50009 for a new budgeted total of \$4,000.00

Note - the funds are being appropriated through the 7080 felony & delinquency grant's unallocated funds.

Line Item Number	Program Description	7/1/18 - 12/31/18	1/1/19 - 6/30/19	Total Budgeted Amount
7080-T800-50200	Program Administration	\$20,000.00	\$4,455.00	24,455.00
7080-T800-50005	Diversion Salary & Expenses	\$32,750.00	\$32,750.00	\$65,500.00
7080-T800-50006	GPS Monitoring	\$1,500.00	\$1,500.00	\$3,000.00
7080-T800-50007	Madison County DARE			\$0.00
7080-T800-50008	Mental Health Counseling	\$3,250.00	\$3,250.00	\$6,500.00
7080-T800-50009	Youth Intervention Groups	\$2,000.00	\$2,000.00	\$4,000.00
7080-T800-50020	Probation 101 Salary	\$46,750.00	\$46,750.00	\$93,500.00
7080-T800-50040	Probation 101 Travel & Program Expenses	\$1,937.00	\$1,937.00	\$3874.00
7080-T800-50042	PERs	\$9,360.00	\$9,360.00	\$18,720.00
7080-T800-50044	Medicare	\$448.50	\$448.50	\$897.00
7080-T800-50070	Substance Abuse - A.O.D. Groups	\$4,750.00	\$4,750.00	\$9,500.00
7080-T800-50506	Workers Compensation	\$1,350.00	\$1,350.00	\$2,700.00
7080-T800-50101	Dental Coverage	\$582.50	\$582.50	\$1165.00
7080-T800-50102	Vision Coverage	\$475.00	\$475.00	\$950.00
7080-T800-50103	Life Insurance	\$58.50	\$58.50	\$117.00
7080-T800-50100	Medical Coverage	\$13,130.00	\$13,130.00	\$26260.00
7080-T800-50230	Clinical Assessment	\$4,500.00	\$4,500.00	\$9,000.00
7080-T800-50240	Alternative Schools	\$5,125.00	\$5,125.00	\$10,250.00
7080-T800-50241	Community Service			\$0.00
7080-T800-50242	GED Educational Services			\$0.00
7080-T800-50243	Transportation	\$500.00	\$500.00	\$1,000.00
Total Program Expenses		\$148,466.50	\$132,921.50	\$281,388.00

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

Subject: Budget Revision – Approved – Common Pleas

Mr. Forrest moved per the request of Tom Wilson, Common Pleas Court Administrator, to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$17,762.00.

Increase: Common Pleas Salary (1000-A02B-5-0020) in the amount of \$16,400.00.

Increase: Common Pleas PERS (1000-A02B-5-0042) in the amount of \$1,040.00.

Increase: Common Pleas Vision (1000-A02B-5-0102) in the amount of \$322.00.

COURT ADMINISTRATOR
740-845-1133
CHIEF PROBATION OFFICER
740-852-7150
ADMINISTRATIVE ASSISTANT
740-845-1780
LAW CLERK
740-845-1182

IN THE COURT OF COMMON PLEAS
MADISON COUNTY, OHIO
EAMON P. COSTELLO, JUDGE
P.O. BOX 527
LONDON, OHIO 43140
740-845-1780

MADISON COUNTY
COMMISSIONERS
2018 DEC -3 PM 3:03

Monday, December 03, 2018

SUBJECT: 2019 REVISED BUDGET

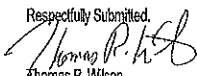
HONORABLE COMMISSIONERS:
COURTHOUSE
LONDON, OHIO 43140

DEAR SIRs:

On September 28, 2018, The Madison County Common Pleas Court hired Ms. Elizabeth Hodder as part-time Law Clerk. Beginning January 1, 2019, Ms. Hodder will become a fulltime employee of the Court, with an annual salary of \$40,000.00. As a result of the hire, the Court must revise its "Expense Budget Worksheet" submitted on October 19, 2018, in three areas. The changes are as follows:

- CPLEAS SALARY EMPLOYEES; ACCOUNT #1000A02B50020, FROM \$369,000.00 TO \$385,400.00;
- CPLEAS-PERS; ACCOUNT #1000A02B50042, FROM \$62,960.00 TO \$64,000.00;
- CPLEAS-VISION INSURANCE; ACCOUNT #1000A02B50102; FROM \$700.00 TO \$1,022.00.

All other categories of the budget remain constant. A revised "Expense Budget Worksheet" is attached.

Respectfully Submitted,

Thomas R. Wilson
Court Administrator

Commissioners:


CC: MADISON COUNTY AUDITOR
FILE

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 81827618KV

Subject: Budget Revision – Approved – Board of Elections

Mr. Forrest moved per the request of Tim Ward, Board of Elections Director, to approve the budget revision for the following:

Decrease: BOE Supplies (1000-A03A-5-0030) in the amount of \$4,300.00.

Increase: BOE Salaries (1000-A03A-5-0020) in the amount of \$4,300.00.



MADISON COUNTY BOARD OF ELECTIONS

1423 S.R. 38 SE ~ London, Ohio 43140
Telephone: 740-852-9424 ~ Fax: 740-852-7131

Deborah Cochran, Chairperson ~ Timothy Ward, Director ~ Mark Erbaugh, Deputy Director ~ Teresa Ames ~ Howard Foust ~ Marrella Bognifile

December 4, 2018

Madison County Commissioners
1 North Main Street
London, Ohio 43140

Dear Commissioners:

The Board of Elections respectfully requests that you increase the appropriation for Office Salaries – Account Number 1000-A03A-50020 by \$4,300.00 and decrease the appropriation for Supplies – Account Number 1000-A03A-50030 by \$4,300.00.

These transfers are necessary because of the additional labor necessary to send absentee ballots that were necessary for the General Election and for the increase in office hours ordered by the Ohio Secretary of State.

Thank you in advance for your kind consideration of this request.

Sincerely,

Timothy A. Ward
Director

TAW/ms

Approved

MADISON COUNTY COMMISSIONERS

David Dhume
Timothy Ward
Mark Erbaugh

MADISON COUNTY
COMMISSIONERS
2018 DEC - 4 AM 9: 45

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

Subject: Budget Revision – Approved – Veterans

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$40.00.

Increase: Contract Repair (1000-A09C-5-0050) in the amount of \$40.00.



Madison County Veterans Service
Commission
1N, Main Street
London, Ohio 43140
PH (740) 852-0676
FX (740) 852-5597

Memo

To: Madison County Commissioners
From: Madison County Veterans Service Center – Jennifer L. Moore
cc:
Date: 28 November 2018
Re: Pitney Bowes charge not paid due to wrong amount on other
bill from County Commissioners.

MADISON COUNTY
COMMISSIONERS
2018 NOV 28 PM 2:51

Madison County Commissioners, the following attachment is what is owed on Veterans Office Pitney Bowes account due to wrong amount on County Commissioner voucher.

Please pay into Contract Repair – 1000-A09C-50050 in the amount of \$40.00.

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

Thank you,

Jennifer L. Moore

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 E1807818KV

Subject: Budget Revision – Approved – Building & Zoning

Mr. Forrest moved per the request of Dave Hughes, Building & Zoning Administrator, to approve the budget revision for the following:

Decrease: Building & Zoning Other (1000-A06E-5-0046) in the amount of \$200.00.

Increase: Building & Zoning Supplies (1000-A06E-5-0030) in the amount of \$200.00.

MADISON COUNTY COMMISSIONERS
MADISON COUNTY
DEPARTMENT OF BUILDING AND ZONING
Madison County Courthouse
1 North Main Street - Room 208 (Second Floor)
London, Ohio 43140

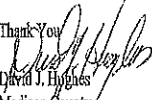
Madison County Commissioners

Dec. 3, 2018

This letter is to request permission to transfer dollars from one line item to another within my office budget to allow for year-end budget to be adjusted. I ask that the following be completed.

FROM Line Item	TO Line Item	Amount
1000-A06E-50046	1000-A06E-50030	\$200.00

If you have any additional question please let me know.

Thank You

David J. Hughes
Madison County
Building, Zoning &
Floodplain
Administrator

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

Subject: Transfers – Approved – Park District

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

Transfer from: ^{to: 503 12.4.18} Gas Tax Reimbursements (2000-4-0600) in the amount of \$69,657.25.

Transfer to: ^{from: 503 12.4.18} Park District Other (7125-0000-4-0300) in the amount of \$69,657.25.

Sissy Wiseman

From: Heidi Howerton [mailto:howerton@comcast.net]
Sent: Tuesday, November 27, 2018 3:33 PM
To: 'Sissy Wiseman'
Subject: RE: Transfer Dollar Amount Request

\$69,657.25

From: Sissy Wiseman [mailto:swisema@madisoncountyohio.gov]
Sent: Tuesday, November 27, 2018 3:16 PM
To: Heidi Howerton [mailto:howerton@comcast.net]
Subject: Transfer Dollar Amount Request

From our telephone conversation what is the dollar amount for the transfer request on December 4th from Gas Tax Reimbursements (2000-4-0600) to Park District Other (7125-0000-4-0300)?
Sissy Wiseman
7125-0000-4300

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

Subject: Budget Revision – Approved – Courthouse Salary

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

Decrease: Commissioners PERS (1000-A01A-5-0042) in the amount of \$2,085.00.

Increase: Courthouse Salary (1000-A04B-5-0020) in the amount of \$2,085.00.

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

Subject: Budget Revision – Approved – CIO Salary

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

Decrease: Commissioners PERS (1000-A01A-5-0042) in the amount of \$1,121.00.

Increase: CIO Salary (1000-A06G-5-0020) in the amount of \$1,121.00.

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

Subject: Budget Revision – Approved – Workers Comp

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

Decrease: Commissioners PERS (1000-A01A-5-0042) in the amount of \$209.00.

Decrease: Commissioners Vision (1000-A01A-5-0102) in the amount of \$127.00.

Increase: Workers Compensation (1000-A15A-5-0506) in the amount of \$336.00.

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

Subject: Budget Revision – Approved – Commissioners Advertising

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$300.00.

Increase: Commissioners Advertising (1000-A01A-5-0041) in the amount of \$300.00.

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

Subject: Decrease PO Funding – Approved – Courthouse Supplies

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

Decrease: Courthouse Supplies (1000-A04B-5-0030) PO # 1557 in the amount of \$369.00.

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

Subject: Budget Revision – Approved – Sublease & Rentals

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$10,240.00.

Increase: Sublease & Rentals (1000-A15A-5-0512) in the amount of \$10,210.00.

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

Subject: Increase PO Funding – Approved – Sublease & Rentals

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

Increase: Sublease & Rentals (1000-A15A-5-0512) PO # 1589 in the amount of \$10,210.00.

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

Subject: Budget Revision – Approved – Courthouse Construction

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$6,220.00.

Increase: Courthouse Construction (1000-A04A-5-0090) in the amount of \$6,220.00.

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

Subject: Increase PO Funding – Approved – Courthouse Construction

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

Increase: Courthouse Construction (1000-A04A-5-0090) PO # 1556 in the amount of \$6,220.00.

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

Subject: Increase PO Funding – Approved – Public Defender

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

Decrease: Public Defender (1000-A15A-5-0508) PO # 1590 in the amount of \$5,000.00.

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

Government Forms and Supplies E 16076158V

Subject: Transfer- Approved - Family Council

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

Transfer from: Transfers Family & Children (1000-A01A-5-0051) in the amount of \$22,500.00.

Transfer to: Madison County Family Council (7040-0000-4-0300) in the amount of \$22,500.00.



Madison County Family & Children First Council
P. O. Box 624, 200 Midway St. London, Ohio 43140
(740) 852-5343 FAX (740) 852-6091

INVOICE

Contributing Member: Madison County Commissioners

Invoice Period: January 1, 2018 to December 31, 2018

Funds will be used as matching funds for direct services to children and families, administrative and operating expenses.

Amount Due: \$90,000.00

Paid quarterly in the amount of \$22,500.00

Please make checks payable to:
Madison County Family Council
Or Pay in to fund 7040-0000-40300

Your increased support of Council for this Fiscal Year is appreciated.

Thank You.

Sherry Baldwin, Fiscal Officer
Sherry Baldwin, Fiscal Operations
Madison County Family Council
Madison County Dept. of Family and Children

1-10-18 Date

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 - Family & Children

Mr. Forrest moved per the request of Erin Galloway, Family & Children Fiscal Officer, to approve the transfer for the following:

Transfer from: Children Services Contract Services (2062-SS00-5-0140) in the amount of \$74,000.58.

Transfer to: Children Services Transfers (2062-SS00-5-0049) in the amount of \$74,000.58.

MADISON COUNTY
COMMISSIONERS
12/3/2018

Department: Madison County DJFS Date: _____
 RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND OF FUNDS 3: 12

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

From:	Children Services	2062	Contract Services	2062-SS00-50140
	Fund Name	Fund #	Account Name	Account Number
To:	Children Services	2062	Transfers	2062-SS00-50049
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	74,000.58	

From:	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	Account Number
To:	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	_____	

From:	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	Account Number
To:	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	_____	

From:	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	Account Number
To:	_____	_____	_____	_____
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	_____	

Reason for Request:
1. To cover expenditures

Ttl = \$ 74,000.58

MADISON COUNTY BOARD OF COMMISSIONERS

Roll call vote resulted as follows:
 David Dhume: *[Signature]*
 Mark Forrest: *[Signature]*
 David Hunter: *[Signature]*

cc: Auditor
 Originator
 Originator File
 Transfer File

C.J. _____, Page _____
 Date: 12.4.18

REQUESTER ACKNOWLEDGEMENT: I have reviewed the above-referenced accounts and have verified that appropriations are available, and free of prior encumbrances (including blanket purchase orders): *[Signature]* 12/3/18

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 E1807615KV

Subject: Contract – Approved – DD

Mr. Forrest moved to approve the contract between Madison County and Madison County Board of DD for the purchase of required services or products in accordance with the contract below.

MADISON COUNTY
COMMISSIONERS

MADISON COUNTY BOARD OF DD CONTRACT
NOV 14 2018

Madison County Board of DD, hereinafter referred to as the "Agency", is hereby purchasing the services of the Contractor for the purchase of required services or products in accordance with the August 2016 Social Service Contractors for agency clients RFP (See Attachment 1).

- The Contractor shall supply all materials and supplies for the services to be provided.
- The Contractor shall be responsible for providing all necessary and appropriate training to the Agency staff and other personnel who will be required to use the services.
- The Contractor shall be responsible for providing all necessary and appropriate training to the Agency staff and other personnel who will be required to use the services.
- The Contractor shall be responsible for providing all necessary and appropriate training to the Agency staff and other personnel who will be required to use the services.
- The Contractor shall be responsible for providing all necessary and appropriate training to the Agency staff and other personnel who will be required to use the services.
- The Contractor shall be responsible for providing all necessary and appropriate training to the Agency staff and other personnel who will be required to use the services.

In consideration of the above, the Agency and the Contractor have entered into this contract, the terms of which are set forth herein.

Article 1 - Purpose

The purpose of this contract is for the procurement of goods and services for use by the Madison County Board of DD in the administration of the services provided to the community. This contract is not intended to create a permanent relationship between the Agency and the Contractor, but rather to provide for the immediate needs of the Agency.

Article 2 - Scope of Services

The Contractor shall provide the services specified in the contract and shall be responsible for providing all necessary and appropriate training to the Agency staff and other personnel who will be required to use the services.

proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities – The Contractor will furnish all of the required services or products in accordance with the August 2016 Social Service Contractors for agency clients RFP (See Attachment 1).

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- \$25.00 per individual BCI
- \$50.00 BCI and FBI checks

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 in accordance with the terms of this Contract. Agency will only pay for actual goods or services.

Article 4 - Availability of Funds

Agency represents that:

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

However, Contractor understands that availability of funds for payment on budgetary sources is subject 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 continuation of the goods or services provided by the Contractor, Agency may terminate the goods or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services released by shortage of funds. No party shall incur to Agency in the event this provision is amended, and Agency shall not be obligated or liable for any further payments or for any damages resulting from termination under this provision.

Article 5 - Duration of Contract

A. This Contract will be effective from November 14, 2018, the execution of this Contract, or the termination of the availability of funds period, whichever is later, through November 13, 2019, 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 the contract will not be held responsible with the Madison County Auditor until the payment to Section 506.01 (F), is received. That the amount required to meet the Agency's obligation, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been fully appropriated for such purpose and in the treasury or in process of collection to be used as appropriate to fund the necessary purchases and services.

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 6 - Extension of Contract

The Agency and Contractor may determine that an extension of this Contract is in the best interest of all parties. Therefore, by mutual agreement of the parties, this Contract may be extended for two (2) additional one (1) year terms with no increase in rate or change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 - Amendment of Contract

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

Article 8 - Termination

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

B. Notwithstanding Article 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

Government Forms and Supplies E-362761SKV

by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default by the Contractor, Agency may exercise any administrative, contractual, equitable, or legal remedies available without litigation. The number of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinafter mentioned.

F. Agency or Contractor fails to perform an obligation or obligation under this Contract and thereafter such failure is repaired by the other party, such member is limited to the particular failure which was not repaired and shall not be deemed to have breached the contract. Where by Agency is not effective unless it is not repaired by the Agency Director.

Other 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 upon in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to receive the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 10 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 receive the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to the Contractor for any damages or compensation for the breach of the contract or the Contractor's inability to complete the terms of the Contract, which date shall be the date of termination, unless stated upon request by the Agency. Notwithstanding the above, the Contractor shall not be held liable 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 to the Agency from the provider is agreed upon or otherwise terminated.

Article 9 - Invoicing and Payment

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 of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

Article 10 - Confidentiality

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

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

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

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

C. Contractor agrees that it will not use any information systems, data or records made available to it for any purpose other than to fulfill the contract duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, OH 43041 and the State of Ohio. The terms of this section will be included in any sub-contract 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 not duplicate or copies of same data were retained by Contractor. Contractor hereby agrees to contract and comply compliance with all RC Sections 1301 through 1329.04 and the implementing regulations to all of RC Sections 1301.01 and Section 1315.04 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest

Contractor agrees that Contractor will not provide or give to any agency officer, employee or agent any gift or bribe, kickback, or payment 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 violate any requirements of the Madison County code of standards of conduct in paragraphs 2 and 3 within the provisions which will result in violations of the contract.

Contractor agrees that it will not act as a provider or give to any agency officer, employee or agent any gift or bribe, kickback, or payment or promise of employment 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 officer, employee, or agent to violate the Agency code of standards of conduct or Sections 1329.01, 1329.04, 2011.01 and 2011.03, the local code, and will refrain from any acts of fraud, whether direct or indirect.

Contractor agrees to comply with all applicable laws and will maintain compliance with the requirements of sections 131.03, 131.04, 2011.02, and 2011.03 of the local code and the provisions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any pending or actual or potential violations of state or local laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employee, full or part-time, or part-time shall be on or will be created between the parties to this contract to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor agrees to 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 acting in his or her official capacity, or Madison County on account of any alleged infringement of any patent or copyright arising out of the performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by Contractor. Agency will provide prompt notification in writing of such suit or proceeding; full right, authorization, and

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opportunity to conduct the defense thereof and will be bound to do so to the extent of the resources available to it.

Contractor agrees to pay all charges and costs incident to the performance of this contract and to indemnify the Agency for any liability or damages which may be incurred by the Agency as a result of the performance of this contract.

Article 11 - Assignment and Subcontracting

The Contractor shall not assign this contract or subcontract any part of the work hereunder without the written consent of the Agency.

Contractor must notify Agency within 30 days when the contractor becomes involved in a subcontract and of any subcontractor involved in the performance of this contract.

Article 12 - Governing Law

This contract and any modifications, amendments or alterations shall be governed by the laws of the State of Ohio.

Article 13 - Integration and Modification

This contract contains the entire agreement between the parties. There are no oral agreements, conditions, or other understandings which shall be binding on the Contractor. This contract shall supersede all previous contracts, representations, or communications in writing or oral between the parties to this contract.

Article 17 -- Severability

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

Article 18 - Equal Employment Opportunity

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

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

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

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;

- Executive Order 11246, effective July 25, 1964, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- Equal Pay Act of 1963, as amended;
- Agricultural Laborers by Special Act of 1957, as amended;
- Title VII of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973;
- Agricultural Laborers by Special Act of 1957;
- Amendments with Respect to Act of 1980, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunity Act, as amended;
- Uniformed Services Act, as amended;
- Section 11271 and 11272, and Chapter 1111, Revised Code.

Article 19 -- Compliance Requirements

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

- Executive Order 11246, Title 28, Part 16, 41 CFR 101-11.6, as supplemented by Department of Labor regulations (28 CFR Part 1);
- Sections 138 and 139 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 320 through 323) as supplemented by Department of Labor regulations (28 CFR Part 1);
- Copeland "Anti-Kickback" Act (40 U.S.C. 614) as supplemented in department of labor regulations (28 CFR Part 1);
- Section 806 of the Clean Air Act (40 U.S.C. 1537 (f)), section 502 of the Clean Water Act (33 U.S.C. 1363), Executive Order 11738, and environmental protection agency regulations (40 CFR Part 15);
- Executive orders and policies relating to energy efficiency which are outlined in the energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 40 USC 2601);
- 28 CFR Part 53 and 55 OIA 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 this contract or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way;
- Sections 10307, 10308 and 10309, 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 or services from the bonded debtors or vendors unless the bonded debtors with a suspension, revocation, or other action is not reported to the state.

association, including, without limitation, a professional association organized under Chapter 1785, Revised Code, estate, or trust.

- Provider/sub-grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FHS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which sub-grantee receives Federal financial assistance from FHS.

Article 20 -- 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 offices or agents.

MADISON COUNTY Board of Commissioners

Sabah Al, Human Resources Specialist

Date

Susan Thompson

Date

MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

BOARD OF MADISON COUNTY
COMMISSIONERS

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By: _____
 For Steve Pronal

 Date

Dean Dhume

 Commissioner

D. D. W.

 Commissioner

Mark Forrest

 Commissioner

12-4-18

 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: Resolution – Authorization – Authorization to Sign

Mr. Forrest moved per the recommendation of Rob Slane, County Administrator, to form a Comprehensive Plan Steering Committee. This committee will be created to form a specific task. Members of this committee are: Julia Cumming, Bryan Dhume, David Kell, Mary Griffith, and Rob Slane.

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

Subject: Resolution Revision – Authorization – Water Treatment Plant

Mr. Forrest moved to revise the resolution for Rob Slane, County Administrator, to sign on behalf of the County Commissioners the closing documentation paperwork with the State of Ohio for the Water Treatment Plant.

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

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to enter into executive session at 8:41 a.m. for personnel issues. Tony Xenikis was asked to stay in this session and Bryan Dhume, Engineer, was asked to leave this session.

Following a second from Mr. Dhume the result of the roll call was: Mr. Dhume, yes, Mr. Hunter, was not present for the vote, and Mr. Forrest, yes.

Subject: Resolution – Approved – Executive Session

Mr. Forrest moved to exit out of executive session at 8:55 a.m. No action was taken.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to enter into executive session at 9:00 a.m. for personnel issues. Tony Xenikis was asked to stay in this session.

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

Subject: Resolution – Approved – Executive Session

Mr. Hunter moved to exit out of executive session at 9:35 a.m. No action was taken.

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

Subject: Appointment – Approved – Board of DD

Mr. Hunter moved to appoint Melissa Ridenour, as a member of the Board of Developmental Disabilities. Melissa will be replacing David Ridenour. Effective 1-1-19 to 12-31-22.

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

Subject: Re - Appointment- Approved – Board of DD

Mr. Hunter moved to re-appoint Ted Slanker, as a member of the Board of Developmental Disabilities. Effective 1-1-19 to 12-31-22.

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: Appointment – Approved – Board of DD

Mr. Hunter moved per the request of Chris Brown, Judge, to approve the appointment of Sherry Baldwin, as a member of the Board of DD. Effective 2019 to 2022.

MADISON COUNTY
COMMISSIONERS

2018 NOV 30 PM 12:02

IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
MADISON COUNTY, OHIO

SCANNED

IN RE:

Appointment to County Board
of Developmental Disabilities

Case No.

JOURNAL ENTRY

FILED
PROBATE COURT
2018 NOV 30 AM 10:13
CHRISTOPHER J. BROWN
JUDGE, MADISON COUNTY, OHIO

The Court hereby appoints Sherry Baldwin, P.O. Box 364, 303 Elm St., London, Ohio, 43140, (614) 561-8427, a person interested and knowledgeable in the field of mental retardation and other allied fields, as a member of the Madison County Board of Developmental Disabilities.

This appointment is for the unexpired term which commenced as of the board's annual organizational meeting for the year of 2019, and ends as of the fourth annual organizational meeting thereafter (2022).

Enter:



JUDGE

cc: MCBDD
Madison Co. Commissioners
Susan Thompson
Sherry Baldwin

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

Subject: Re - appraisal Ditch Hearings - Engineer

The re-appraisals of the following ditch hearings took place on December 4, 2018 at 11:00 a.m.

Blaugher Ditch # 5
 Raymond Weimer Ditch # 6
 D.S. Graham Ditch #8
 Ora Westwater Ditch # 9
 Harrod Gordin Ditch # 10A
 H.B. Beach Ditch #12
 Thomas Cloud Ditch # 15
 J.B. Harrison Ditch #16
 Linson Ditch # 17
 Jacob Miller Ditch # 19
 Bradford Ditch # 20

Those Present

MADISON COUNTY COMMISSIONERS

Blaugher Ditch # 5
 Raymond Weimer Ditch # 6
 D.S. Graham Ditch # 8
 Ora Westwater Ditch # 9
 Harrod Gordin Ditch # 10A
 H.B. Beach Ditch # 12
 Thomas Cloud Ditch # 15
 J.B. Harrison Ditch # 16
 Linson Ditch # 17
 Jacob Miller Ditch # 19
 Bradford Ditch # 20
 Reappraisal of Ditch Hearings
 December 4, 2018 - 11:00 a.m.

1. Steve Baucus
2. Howard Sumate
3. Jeff Colman
4. Russ Hill
5. Karl Brucisits
6. Ron Math
7. John Trimmer
8. William Mattinson
9. DAN D'Amico
10. KACW Cordle
11. Jack Cordle
12. Ann Brock
13. John Swann
14. Don Waldman
15. Rick Y
16. Paul St. John

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17. Robert Hillers

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43. ~~Mudchip~~
Tom Collins

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Subject: Re - appraisal Ditch Hearings – Approved – Engineer

Mr. Forrest moved per the recommendation of Bryan Dhume, Engineer, to approve the estimates of the construction costs of the improvements in lieu of the original construction costs on the improvement for all of the ditches associated with this hearing that is listed below.

Blaugher Ditch # 5

Raymond Weimer Ditch # 6

D.S. Graham Ditch #8

Ora Westwater Ditch # 9

Harrod Gordin Ditch # 10A

H.B. Beach Ditch #12

Thomas Cloud Ditch # 15

J.B. Harrison Ditch #16

Linson Ditch # 17

Jacob Miller Ditch # 19

Bradford Ditch # 20

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


David Dhume


David Hunter


Mark Forrest

ATTEST: Kate Wason