

Commissioners Journal # 87 Page 340 January 16, 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: Transfer – Approved – Airport

Mr. Hunter moved per the request of Becky Arnott, Airport Treasurer, to approve the transfer for the following:

Transfer from: Airport Other Expense (6010-M000-5-0046) in the amount of \$100,000.00.

Transfer to: Transfer In (1000-0000-4-6000) in the amount of \$100,000.00.



1281 U.S. Route 40 S.W. • London, Ohio 43140

DATE: January 15, 2018
 TO: Madison County Commissioners
 FROM: Rebecca L. Shipley, Treasurer
 Madison County Airport
 RE: Repayment of Loan

Please transfer \$100,000.00 from our airport account to the Commissioners, in full repayment of their loan to us. This will be an "Other Expense" line item - 6010-M000-50046.

If you have any questions, please feel free to contact me on my cell at 614-580-8644 or at home 740-852-4631.

Rebecca L. Shipley-Arnott

Rebecca L. Shipley-Arnott

cc: Auditor

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

Burret Brothers T1702596LD

Subject: Appropriation – Approved – Federal Block Grant CHIP

Mr. Forrest moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Fed. Blk. Grant CHIP Proj Exp (7075-T500-5-5002) in the amount of \$10,750.00.

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

Subject: Transfer – Approved – DJFS

Mr. Forrest moved per the request of Steve Kaifas, DJFS Director, to approve the transfer for the following:

Transfer from: General Fund Grants (1000-A09E-5-0200) in the amount of \$38,321.50.

Transfer to: Public Assistance (2013-000-4-09AO) in the amount of \$38,321.50.

Transfer from: General fund Transfers (1000-A07A-5-0309) in the amount of \$100,000.00.

Transfer to: Children's Services County Share (2062-0000-4-0090) in the amount of \$100,000.00.

Transfer from: General Fund Child Support Incentives (1000-A15A-5-0509) in the amount of \$11,250.00.

Transfer to: Child Support Transfers (2057-0000-4-0600) in the amount of \$11,250.00.

Department: Madison County DJFS Date: 1/12/2018
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS
 A motion was made by _____ and seconded by _____
 to approve the following transfer (s):

From:	GENERAL FUND	1000	GRANTS	1000-A09E-0200
	Fund Name	Fund #	Account Name	Account Number
To:	PUBLIC ASSISTANCE	2013	COUNTY SHARE	2013-000-409AO
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	38,321.50	
From:	GENERAL FUND	1000	TRANSFERS	1000-A07A-0309
	Fund Name	Fund #	Account Name	Account Number
To:	CHILDREN SERVICES	2062	COUNTY SHARE	2062-0000-0090
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	100,000.00	
From:	GENERAL FUND	1000	CHILD SUPPORT INCENTIVES	1000-A15A-0509
	Fund Name	Fund #	Account Name	Account Number
To:	CHILD SUPPORT	2057	TRANSFERS	2057-0000-0600
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	11,250.00	
From:				
	Fund Name	Fund #	Account Name	Account Number
To:				
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

Reason for Request:
 1. Mandated Share (JAN - MAR 2018 QTR.)
 2. Children Services (JAN - MAR 2018 QTR.)
 3. Child Support (JAN - MAR 2018 QTR.)
 TL = \$ 145,571.50

MADISON COUNTY BOARD OF COMMISSIONERS
 David Dhume
 Mark Forrest
 David Hunter

cc: Auditor
 Originator
 Originator File
 Transfer File

C.J. _____ Page _____
 Date: 1-16-18

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): STG 1/12/18

Revised 1/12/2018

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

Barrett Brothers T1702696LD

Sissy Wiseman

From: Sissy Wiseman [sissyw@madison.ohio.gov]
 Sent: Tuesday, January 16, 2018 11:53 AM
 To: Sheriff James Sobin
 Subject: RE: AMT 88

Will do per our telephone conversation will take care of the 9-1-1 portion as well.

Thanks,
 Sissy Wiseman

From: Sheriff James Sobin [james.sobin@madison.ohio.gov]
 Sent: Tuesday, January 16, 2018 11:47 AM
 To: Sissy Wiseman
 Subject: RE: AMT 88

Sissy,
 Also include, on the same voucher, the 9-1-1 portion.. so they don't get confused.
 Call me with any questions.

Thanks
 Jim 614-679-2882

Sissy Wiseman

From: Sheriff James Sobin [sobin@madison.ohio.gov]
 Sent: Tuesday, January 16, 2018 9:58 AM
 To: Sissy Wiseman
 Subject: RE: AMT 88

Sissy,

This is correct and the amount of \$12,707.11 should be the responsibility of 9-1-1.
 Please voucher the above amount, with the Commissioners portion.
 The 9-1-1 portion should come from the following line:
 9-1-1, Contract Services, 2042-S106-50140

Let me know if you have any questions.

Thanks
 Jim

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

Subject: Quote – Approved – Murray Material Handling, LLC

Mr. Forrest moved to approve the quote from Murray Material Handling, LLC, in the amount of \$7,250.00.



1340 Emig Rd
Columbus OH 43223
740-548-7269
www.murraymh.com

2018 JAN 12 PM 2:08
Madison County
Commissioners

Material Quotation
1/11/2018

Customer: Madison County

contact: Rob Slane (614) 314-8457
rslane@co.madison.oh.us

OPTION: 1	Description - Selective Pallet Rack	size	capacity	price/ea	qty	total
1)	Uprights - USED*, teardrop, welded & roll-formed steel, green finish	34" D x 12" H	16,700	\$45.00	20	\$900.00
2)	Beams - USED* (Never Installed), teardrop style, 1.5" step, Red finish	102" L x 3" H	2,600	\$18.00	160	\$2,880.00
3)	MDF/OSB Decking - New, Cut to fit, (3) 2"x4" supports underneath each sheet	34" O x 102" W	N/A	\$42.50	80	\$3,400.00
Delivery - TBD (Lead Time 1-2 Weeks)						\$0.00
Subtotal						\$7,180.00
Sales Tax - TBD						\$0.00
Total						\$7,180.00

OPTION: 2	Description - Rivet Shelving Record Storage	size	capacity	price/ea	qty	total
1)	Industrial Rivet Shelving Units - NEW, Borroughs brand, angle posts on starters and all others are T-posts. 5 shelves per unit, beams are double-rivet with height of 2.75", gray finish. Includes center supports and foot plates. Quantities will build 4 starters, 20 adders.	30" D x 69" W x 144" H	TBD	\$200.00	24	\$4,800.00
2)	Decking - NEW, particle board cut to fit units above	30" D x 69" W	TBD	\$24.50	100	\$2,450.00
Delivery - TBD (Lead Time 6-8 Weeks)						\$0.00
Subtotal						\$7,250.00
Sales Tax - TBD						\$0.00
Total						\$7,250.00

Signature

1-16-18 Date

PO # (if applicable)

*Used capacities are per OEM spec and cannot be guaranteed. Used equipment subject to prior sale and sold on "as-is" terms.

Acceptable payment methods include credit card (add 3% processing fee) or company check. Terms are net 10 days, 2% pre-pay discount may apply.

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

Subject: Statement of Accounts – Approved – Madison County

Mr. Forrest moved to approve the County's monthly statement of account balances.

Barrett Brothers 11/7/2016:06:LD

Madison County
Statement of Cash from Revenue and Expense

Forrest B
Course B
Harbo B

from 1/1/2017 to 1/31/2018
from 1/1/17 to 1/31/18

ALL NEW & REOPEN
3/4/17 TO 1/31/18
CONFIDENTIAL

Individual Accounts No

Yrly Description	Agency Balance	Rel Revenue YTD	Rel Expense YTD	Deposited Balance	Cash Balance YTD	July Balance	Message
00 GENERAL FUND	14,212.00	1,523.22	1,523.22	14,212.00	14,212.00	14,212.00	
20 GAS FUEL	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 GASOLIN OVERSEEN FND	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 STREET LIGHT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 UTILITIES	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 PUBLIC UTILITY	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 WASTE DISPOSAL	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 CAPITAL PROJECTS	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 COMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	

Statement of Cash from Revenue and Expense

Yrly Description	Agency Balance	Rel Revenue YTD	Rel Expense YTD	Deposited Balance	Cash Balance YTD	July Balance	Message
01 INTEREST	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
02 INVESTMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
03 INVENTORY	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
04 INSURANCE	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
05 EQUIPMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
06 UTILITIES	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
07 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
08 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
09 CAPITAL PROJECTS	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
10 COMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
11 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
12 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
13 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
14 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
15 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
16 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
17 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
18 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
19 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
20 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
21 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
22 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
23 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
24 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
25 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
26 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
27 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
28 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
29 MANAGEMENT	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	
30 TELECOMMUNICATION	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	

Handwritten initials or signature

Baron Brothers T172596LD

Statement of Cash from Revenue and Expense
From: 1/1/2017 to 12/31/2017

Fund	Description	Beginning Balance	Net Revenue YTD	Net Expense YTD	Unexpended Balance	Encumbrance YTD	Ending Balance	Message
7300	AGENCY SOS MERT-610 DARRY	\$1,250.00	\$0.00	\$0.00	\$1,250.00	\$0.00	\$1,250.00	
7305	EDGENT APPLICATION FEE	\$8,153.83	\$9,668.44	\$12,792.42	\$5,029.85	\$0.00	\$5,266.65	
7310	AGENCY SO ELEC COM	\$0.00	\$2,115.00	\$2,115.00	\$0.00	\$0.00	\$0.00	
7315	AGENCY SNGL JURYRY	\$213,738.56	\$98,950.05	\$38,168.76	\$223,519.85	\$0.00	\$223,519.85	
7320	AGENCY AUTO REGISTRATION	\$5,672.28	\$21,822.04	\$18,339.68	\$12,154.64	\$0.00	\$12,154.64	
7321	AGENCY CORP/ALY PERMISSIVE TX	\$1,017.78	\$1,690.24	\$2,002.70	\$1,690.24	\$0.00	\$1,690.24	
7325	AGENCY GENERAL TAX	\$1,838,191.65	\$20,549,214.82	\$19,777,912.89	\$2,611,492.58	\$0.00	\$2,611,492.58	
7326	AGENCY ESTATE TAX	\$4,191.81	\$0.00	\$4,191.81	\$0.00	\$0.00	\$0.00	
7327	AGENCY HOUSING TRUST FEE	\$51,822.35	\$169,602.60	\$168,313.10	\$53,111.85	\$0.00	\$53,111.85	
7328	AGENCY PERS PROPERTY	\$1,650.87	\$28,824.68	\$28,824.70	\$1,650.83	\$0.00	\$1,650.83	
7329	AGENCY MOBILE HOME TAX	\$15,768.26	\$119,510.80	\$123,066.08	\$12,212.97	\$0.00	\$12,212.97	
7330	AGENCY CIGARETTE TAX	\$72.31	\$4,192.13	\$4,192.60	\$70.84	\$0.00	\$70.84	
7331	AGENCY LOCAL GOVT.	\$55,472.47	\$2,604,504.58	\$2,024,170.41	\$58,347.01	\$0.00	\$58,347.01	
7332	AGENCY TRIP GAS/CE/TRIAL	\$0.00	\$1,213.68	\$1,241,754.08	\$0.00	\$0.00	\$0.00	
7333	AGENCY GOV JURY ASST	\$16,650.35	\$0.00	\$0.00	\$16,650.35	\$0.00	\$16,650.35	
7334	AGENCY LAW LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
7349	CLERK OF COURTS COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8005	AGENCY PROJECT PASS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
8005	FED CHAPTER FLOW THRU GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
PRO	AGENCY PAYROLL CLEARING	(\$15,091.81)	\$203,698.40	\$30,628.21	\$167,978.38	\$0.00	\$167,978.38	
Grand Total:		\$23,077,165.26	\$99,305,818.41	\$96,606,480.21	\$26,776,404.46	\$679,326.85	\$26,097,107.61	

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

Subject: Contract – Approved – EMA

Mr. Hunter, moved per the request of Debbie Sims, EMA Deputy Director, to approve the contract for services between Madison County Local Emergency Planning Committee (LEPC) and the Madison County Emergency Management Agency (contractor). Effective January 1, 2018 to December 31, 2018.



**Madison County
Local Emergency Planning
Committee**

Contract for Services

*Madison
County
Commissioners'
JAN 16 AM 8:38
JENES*

This contract made by and between Madison County Local Emergency Planning Committee (LEPC) and the Madison County Emergency Management Agency (contractor).

Contract Period: January 01, 2018 to December 31, 2018

Funding Source: SERC Grant

Services: The contractor agrees to responding to public inquires, responding to requests for information and documentation, answering emails, fulfilling training requests, addressing media inquires, providing technical assistance to public officials, providing coordination for the LEPC/SERC grants, provide materials and supplies needed for NIMS and ICS training and other activities for LEPC as directed.

Definitions/Limitations: This agreement shall become effective upon execution by the parties hereto and remain in force and in effect until contract period ends.

Payment of Services: The LEPC agrees to pay the contractor a onetime sum of \$12,000.00 at the beginning of the contract year.

Responsibility of LEPC:

- 1. LEPC agrees to pay the contractor the fee as stipulated.

Responsibility of Contractor:

- 1. The contractor will maintain all duties as previously stated in the "Services" section.

Ohio Ethics Law: The contractor shall refrain from conflicts of interest and agrees to comply with state ethics laws. The contractor certifies, by signing this contract, the contractor is in compliance and will remain in compliance with state ethics laws during the term of the contract.

Madison County Commissioners

Debbie Sims 1-16-18
Commissioner Date

J. B. Hunt 1/16/18
Commissioner Date

Mad. Hunt 1-16-18
Commissioner Date

Contractor

By: *[Signature]*
LEPC, Chairperson Date

Barnett Brothers T170296LD

Madison County Local Emergency Planning Committee (LEPC)
Application for Appointment

Term: August 15th, 2017 through August 14th, 2019

Name: Drew Davis
Title: Director
Employer: Ohio State Health Dept
Address: 111 W. Adams St.
West Jefferson
E-mail: DDavis@OSDH.ohio.gov
Phone: 614-462-4778
Fax: 614-678-9159

- Discipline Represented:
- | | |
|---|--|
| <input type="checkbox"/> Fire | <input type="checkbox"/> Health |
| <input type="checkbox"/> Law | <input type="checkbox"/> Environmental |
| <input type="checkbox"/> Elected Official | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Emergency Management | <input type="checkbox"/> Media |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Community Group |
| <input type="checkbox"/> First Aid | <input type="checkbox"/> Industry |
| <input type="checkbox"/> Other | |

- LEPC Officer:
- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Information Coordinator | <input type="checkbox"/> Chairperson | <input type="checkbox"/> Vice-Chairperson |
| <input type="checkbox"/> Emergency Coordinator | <input type="checkbox"/> Secretary | |

Brief Description of Qualification(s):
Former Director of Ohio State Health Dept

Applicant Signature: [Signature]
County Commissioner Signature: [Signature]

Date: 1/12/17

State Emergency Response Commission
PO Box 1049
Columbus, OH 43260-1049

Madison County Local Emergency Planning Committee (LEPC)
Application for Appointment

Term: August 15th, 2017 thru August 14th, 2019

Name: Mindy Clagg
Title: Emergency Coordinator
Employer: Battelle
Address: 505 King Ave.
Columbus OH 43212
E-mail: clagg@battelle.org
Phone: 614-424-5822
Fax:

- Discipline Represented:
- | | |
|---|--|
| <input type="checkbox"/> Fire | <input type="checkbox"/> Health |
| <input type="checkbox"/> Law | <input type="checkbox"/> Environmental |
| <input type="checkbox"/> Elected Official | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Emergency Management | <input type="checkbox"/> Media |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Community Group |
| <input type="checkbox"/> First Aid | <input type="checkbox"/> Industry |
| <input checked="" type="checkbox"/> Other | <u>Battelle, Private Sector</u> |

- LEPC Officer:
- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Information Coordinator | <input type="checkbox"/> Chairperson | <input type="checkbox"/> Vice-Chairperson |
| <input type="checkbox"/> Emergency Coordinator | <input type="checkbox"/> Secretary | |

Brief Description of Qualification(s):
Public Health Emergency Preparedness (PHEP) Coordinator for Pickaway County before joining Battelle. Trained PIO. HSEEP Certified + ICS 300-400

Applicant Signature: [Signature]
County Commissioner Signature: [Signature]

Date: 12/15/17

State Emergency Response Commission
PO Box 1049
Columbus, OH 43216-1049

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

Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Steve Kaifas, Job & Family Services Director, to approve the contract between Job & Family Services and Fishel Hass Kim Albrecht Downey, LLP Attorneys at Law to provide services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT

This contract is entered into on 1/16/18 between the Madison County Department of Job and Family Services, 200 McKinley St., London, OH 43130 and Fishel Hass Kim Albrecht Downey, LLP, Attorneys at Law, 7775 Wilson Parkway, Suite 200, New Albany, OH 43122

WITNESSETH:

MADIAS, MADCS in desire of securing the services of the Attorneys to assist and represent MADCS in matters of human resource personnel management, civil service, and public sector issues, labor relations and negotiations, and all other and related matters that may affect or arise before MADCS and

MADIAS, the results of the decision regarding such matters have a very significant fiscal and operational impact on MADCS; and

MADIAS, MADCS has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

MADIAS, Fishel Hass Kim Albrecht Downey LLP is experienced and willing to perform the above services, which 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 Attorneys will perform services in assisting MADCS as may be instructed by MADCS, including advice and services in order for MADCS to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to MADCS include:

- To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that concern MADCS and to advise and/or represent MADCS in matters as directed by MADCS.
- To advise MADCS as to the legal implications of both 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 MADCS and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with MADCS; and
- To provide any other necessary representation to MADCS management personnel and elected officials throughout specific negotiating periods and, at the request of MADCS, on other matters relating to MADCS labor relations program, civil service, or as otherwise directed.

In consideration of 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 sub recipient or sub grantee 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 amounts will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities – The Contractor will furnish all of the required services or products in accordance with the 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 \$185.00 for all time expended by Attorneys on behalf of MADCS

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 ID).

Burrett Broopers 11702586LD

Under no circumstances will Agency make payment for any services rendered 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 rendered 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 certain invoices rendered for city and the contractor with the terms of this Contract, Agency will not make 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 not pay for unauthorized goods or services.

Article 5 - Availability of Funds

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period of both months 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, grants by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the 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 position 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, 2018, the execution of this Contract, or the execution of the availability of funds (whichever is later), through December 31, 2018, hereinafter, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies pursuant to Section 5705.41 (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 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 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

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, has 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.

C. 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 consequence of breach or default is not a waiver of subsequent consequences, and Agency retains the right to exercise all remedies heretofore mentioned.

E. If Agency or Contractor fails to perform an obligation or obligation under this Contract and thereafter such failure (if it is) caused by the other party, such waiver is limited to the particular breach(s) to which 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.

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

Article 11 - Assets 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, excepts, 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 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, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the

Barrett Brothers T 1702696.D

inspecting registers filed in US C.A. Section 194.50(a) and Section 194.50(b) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 10 - Conflict of Interests

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. Contractors will not act as officer, employee or agent of the agency to which any requirements of the Madison County code of conduct requirements and will refrain from activities which would result in a breach 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 character as to warrant substantial and improper influence upon the officer, employee, or agent with respect to the officer's employment, or appointment, without which agency officers, employees, or agents to which the agency's code of conduct or Sections 192.09, 192.10, 192.11, 192.12, 192.13, 192.14, 192.15, 192.16, and 192.17 which form part of its interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 192.09, 192.10, 192.11, 192.12, and 192.13 of the Revised Code and the policies of the Agency code of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflict of interest or potential violations of state ethical law.

Article 11 - Independent Contractor

Contractor agrees that no agency, employment, partnership, or partnership has been or will be created between the parties herein 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 under this contract.

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

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

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

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

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

Article 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, negotiations, 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 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 19 – Equal Employment Opportunity

During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or retention, 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, XI 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 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, 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:

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7, Public Law 74-403, as supplemented by Department of Labor regulations (29 CFR Part 5);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330 as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in department of labor

Barnes Brothers T1702596.D

- reg. devices (28 C.F.R. Part 15)
- Section 205 of the Clean Air Act (42 U.S.C. 1857 (1)), section 504 of the Clean Water Act (33 U.S.C. 1304), Executive Order 11734, and environmental protection agency regulations (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 (Pub. L. 94-163, 89 Stat. 873)
- 29 C.F.R. Part 193 and 45 O.S. 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 3112.33 (j) and (k), Revised Code, which require that no agency or department of the state of Ohio nor any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1315, Revised Code, entity, or trust.

Article 21 - OSHA Support

Contractor agrees to cooperate with OSHA and any other support enforcement agency in assisting Contractor or employees of Contractor meet OSHA support obligations established under state or federal law. By entering 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.

MADISON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

Steven Kafkas, Director Date

FISHEL BASS KIM ALBRIGHT DOWNEY LLP

Edward S. Kim Date 1/16/2018
Edward S. Kim

MADISON COUNTY PROSECUTOR Approved as to Form and Legal Sufficiency

BOARD OF MADISON COUNTY COMMISSIONERS

By: *Steve Pronal* Commissioner
For Steve Pronal

Date

D. D. Dyst Commissioner

Mike Hunter Commissioner

1/16/18 Date

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