

Subject: Appropriation – Approved – Courthouse Repairs

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

Appropriate: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$25,000.00.

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 Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 1559 in the amount of \$20,000.00.

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

Subject: Appropriate – Approved – Commissioners

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

Appropriate: Commissioners PERS (1000-A01A-5-0042) in the amount of \$4,372.27.

Appropriate: Commissioners Health (1000-A01A-5-0100) in the amount of \$2,122.47.

Appropriate: Commissioners Medicare (1000-A01A-5-0044) in the amount of \$463.25.

Appropriate: Commissioners Dental (1000-A01A-5-0101) in the amount of \$93.15.

Appropriate: Commissioners Vision (1000-A01A-5-0102) in the amount of \$18.54.

Appropriate: Commissioners Life (1000-A01A-5-0103) in the amount of \$9.60.

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 – Professional Services

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

Decrease: Personal Ins – Group Health/Life (1000-A15A-5-0503) in the amount of \$115.00.

Decrease: Unemployment County (1000-A15A-5-0507) in the amount of \$425.00.

Decrease: Personal Ins – Officials Bonds (1000-A15A-5-0502) in the amount of \$600.00.

Increase: Commissioners Professional Service (1000-A01A-5-0045) in the amount of \$1,140.00.

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 – Professional Services

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

Increase: Commissioners Professional Service (1000-A01A-5-0045) PO # 1619 in the amount of \$1,140.00.

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

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Subject: Revised Budget – Approved – Law Library

Mr. Forrest moved to approve the revised budget for the Law Library.

Revised Budget Total: \$187,400.51. (See information below for details)

OLD ACCOUNT	NEW ACCOUNT	Description	2017 Budget	2018 Budget
0231-H000-5-0100	2040-H000-50020	LAW LIBRARY SALARY	39606.65	40794.85
0231-H000-5-0020	2040-H000-50030	LAW LIBRARY SUPPLIES	4000	4000
0231-H000-5-0030	2040-H000-50130	LAW LIBRARY ONLINE RESEARCH	80000	70000
0231-H000-5-0040	2040-H000-50042	LAW LIBRARY PERS	5227	5227
0231-H000-5-004A	2040-H000-50044	LAW LIBRARY MEDICARE	541	541
0231-H000-5-0050	2040-H000-50505	LAW LIBRARY WORKERS COMP	628.53	628.53
0231-H000-5-0060	2040-H000-50046	LAW LIBRARY OTHER EXPENSE	16000	10000
0231-H000-5-0070	2040-H000-50131	LAW LIBRARY BOOKS	70000	30000
0231-H000-5-0080	2040-H000-50132	LAW LIBRARY FURNITURE & EQUIP	4000	4000
0231-H000-5-0090	2040-H000-50100	LAW LIBRARY HEALTH INS	5849.37	5849.37
0231-H000-5-0100	2040-H000-50103	LAW LIBRARY LIFE INSURANCE	35.2	35.2
0231-H000-5-0101	2040-H000-50133	LAW LIBRARY SOFTWARE	1000	1000
0231-H000-5-0200	2040-H000-50134	LAW LIBRARY CAPITAL EXP	15000	15000
	2040-H000-50101	LAW LIBRARY DENTAL		255.44
	2040-H000-50102	LAW LIBRARY VISION		69.12
			241887.75	187400.51

*Revised Budget
10/15/18
Forrest*

MADISON COUNTY
COMMISSIONERS
2018 OCT 15 PM 2:36

MADISON COUNTY LAW LIBRARY

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 – Bond Station

Mr. Forrest moved to approve the Bond Station contract between Madison County Commissioners and the Village of West Jefferson.

MADISON COUNTY COMMISSIONERS

BOND STATION CONTRACT

2018 OCT 16 AM 10:18

This agreement made and entered into this October 16, 2018, by and between the Board of Madison County Commissioners, Courthouse, London, Ohio, party of the first part and the Village of West Jefferson, Madison County Ohio, Part of the second part: Said party of the first part agrees to share the costs to share the costs of operating a bond station maintained in West Jefferson, Ohio for the mutual benefit of the Village of West Jefferson, Ohio, and the Madison County Municipal Court. The Madison County Commissioners agree to pay the Village \$6,365.40 quarterly, upon proper billing.

This agreement is effective January 1, 2019 through December 31, 2019. Termination of this agreement may be allowed by either party upon thirty day written to the other part.

MADISON COUNTY COMMISSIONERS

[Signature]
Witness

[Signature]
Witness

[Signature]
MADISON COUNTY COMMISSIONERS

[Signature]
MADISON COUNTY COMMISSIONERS

[Signature]
MADISON COUNTY COMMISSIONERS

APPROVED AS TO FORM: Village of West Jefferson

Madison County Prosecutor

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 Termination – Approved – Project Woman

Mr. Hunter moved to approve to terminate the contract between Madison County and Project Woman for domestic violence shelter services.

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

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Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge-Dorsey, Job & Family Interim Director, to approve the contract between Verify P.I., and Madison County Department of Job & Family Services for services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR CONTRACT

MADISON COUNTY
COMMISSIONERS
OCTOBER 16 2018

This contract is entered into on October 16, 2018 between the Madison County Department of Job and Family Services (Agency), 200 Mackway St., London, OH 43040 and VERIFY P.I. FOR PERSONAL KNOWLEDGE OPERATOR for the purchase of required services in products that are in accordance with the bid solicitation, which includes but are not limited to:

- TRUTH VERIFICATION / POSITIONING
- HOME STRESS ANALYSIS FOR RESIDENTS FROM MADISON COUNTY JOB AND FAMILY SERVICES
- CONTRACTOR WILL PERFORM ALL OF THE REQUIRED SERVICES OR PRODUCTS IN ACCORDANCE WITH THE AGREEMENT

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

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Child Support program. This Contract is not intended to and does not establish, justify, support or substitute a relationship as defined in either O.R.C. 2609.02 or in the federal grants management "commodities".

Article 2 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the federal. The Agency agrees that the success of all contracted tasks 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 guaranteed so that the Agency can verify services received.

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

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per the amount listed:

- \$300.00 per analysis for the first five (5) examinations per contract year.
- \$250.00 per analysis for six (6) or more examinations per contract year.

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 fiscal authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for authorized goods or services.

Article 4 - Availability of Funding

Agency represents that it:

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

during the term of the Contract.

However, Contractor understands that availability of funds is contingent on funding issues returned to the State of Ohio, such as federal funding appropriations made by the Ohio General Assembly, awards by the Ohio Department of Job and Family Services, and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated or available for the purchase of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the 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 party shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from October 1, 2018, the execution of this Contract, or the execution of the availability of funds (whichever is later), through September 30, 2019, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable with the Madison County Auditor unless pursuant to Section 5706.41 (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 from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to render performance and 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 three year terms with no increase in rate or charge for 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 by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, Agency may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other

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Interim order. When by Agency and effective when it is in writing signed by the Agency Director.

Either party may terminate this Contract by giving, in writing, defined upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, it may do so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of its inability to continue the terms of this Contract shall be eligible to be billed and paid according to the provisions of Article 3 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender any 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 the provider is agreed upon or otherwise terminated.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the 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, inspections, and investigations.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor shall 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 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 Implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of

10018744

Article 11 - Conflict of Interest/Ohio

Contractor agrees that Contractor will not practice or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements which would result in a violation of this requirement.

Contractor agrees that it will refrain from providing anything to any agency officer, employee, or agent anything of value that is of such a character as to result in a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 121.04, 211.41 or 211.43, Revised Code, and will refrain from activities of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of sections 102.03, 121.04, 211.41, and 211.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any new pending conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, joint venture, or partnership has been or will be entered into between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, portions of the Internal Revenue Code, Ohio Fair Labor, Workers Compensation Law, and employment insurance law. Contractor certifies that all appropriate licenses, 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 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 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

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This Contract, without limitation.

Article 14 - Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and documents contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor learns or should have known that a subcontractor is not capable or unable to meet contract or financing requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 15 - Governing Law

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

Article 16 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those recited within this contract. This contract shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner except by an instrument, in writing, executed by all parties to this contract.

Article 17 - Severability

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

Article 18 - Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color,

religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

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

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended, and
- Sections 112.71 and 153.59, and Chapter 4112, Revised Code.

Article 1 - Compliance

The undersigned hereby certifies that the following information is true and correct:

- Chapter 103 of the Ohio Revised Code, which relates to the Department of Public Safety, is in compliance with the provisions of the Ohio Revised Code.
- Section 103.01 of the Ohio Revised Code, which relates to the Ohio Department of Public Safety, is in compliance with the provisions of the Ohio Revised Code.
- Chapter 103 of the Ohio Revised Code, which relates to the Department of Public Safety, is in compliance with the provisions of the Ohio Revised Code.
- Section 103.01 of the Ohio Revised Code, which relates to the Ohio Department of Public Safety, is in compliance with the provisions of the Ohio Revised Code.
- The undersigned hereby certifies that the following information is true and correct: the undersigned is the Director of the Department of Public Safety, and the undersigned is in compliance with the provisions of the Ohio Revised Code.
- The undersigned hereby certifies that the following information is true and correct: the undersigned is the Director of the Department of Public Safety, and the undersigned is in compliance with the provisions of the Ohio Revised Code.
- Section 103.01 of the Ohio Revised Code, which relates to the Ohio Department of Public Safety, is in compliance with the provisions of the Ohio Revised Code.

Article 2 - Roll Call

The undersigned hereby certifies that the following information is true and correct: the undersigned is the Director of the Department of Public Safety, and the undersigned is in compliance with the provisions of the Ohio Revised Code.

The undersigned hereby certifies that the following information is true and correct: the undersigned is the Director of the Department of Public Safety, and the undersigned is in compliance with the provisions of the Ohio Revised Code.

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
Lord Dodge-Dorsey
Lord Dodge-Dorsey, Director

10/10/18
Date

Mike De Francisco
Mike De Francisco, Verify P.I.

10-1-18
Date

MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

BOARD OF MADISON COUNTY
COMMISSIONERS

By: *Steve Pronal*
For Steve Pronal

David Dume
Commissioner

10-15-18
Date

David Dume
Commissioner

Mark Hunter
Commissioner

10-16-18
Date

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

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Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge-Dorsey, Job & Family Interim Director, to approve the contract between 3D Enterprises, Inc., and Madison County Department of Job & Family Services for services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PURCHASE CONTRACT

This contract entered into on 08/20/18 between the Madison County Department of Job and Family Services (Agency) 2600 Sycamore Dr., London, OH 43034 and 3D ENTERPRISES, INC., 116 DOWNSBORO RD, DOWNSBORO, OH 43016 for the purchase of registered services or products that are to be provided to the Agency's Social Service Contractors pursuant to proposal #171 which details are attached hereto.

- Website maintenance, hosting, and domain name management.
- All content provided by the Agency pursuant to proposal #171, all other content or appearance, address and the contract is subject to the Agency's Social Service Contractors for Agency Client ID's and incorporated into this agreement by reference and shall prevail.
- The provider will furnish all of the required services or products in accordance with the agreement.

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

Article 1 - 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 Child Support program. This Contract is not intended to and does not establish a relationship of employer and employee or a franchise relationship with the provider or the Madison County Department of Job and Family Services.

Article 2 - Scope of Services/ Deliverables

A. Agency Responsibilities: Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives no direct deduction from the funds. The Agency agrees that reimbursement of all associated costs will be dependent upon Contractor performance in the delivery of services specified. Delivery of purchased services shall be in conformity with the proposal and to the extent, if applicable, and all standards set forth in the 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 Agency's Social Service Contractors for Agency Client ID's and incorporated into this agreement by reference and shall prevail.

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- \$35.00 yearly rate to re-register MCDJFS domain name, www.ohio.madisoncounty.org
- \$55.00 per hour for hosting.
- Hourly rates are effective when provider creates or changes content of MCDJFS website. MCDJFS will be billed monthly for any accrued service time during the previous month. Provider is not responsible for data, its recovery, its transference, or its storage. Provider is not responsible for any downtime caused by hardware or service calls, acts of god, labor disputes, acts of war or international misuse or abuse of equipment. Provider will be available during normal business hours. Individuals authorized by MCDJFS may request design services Monday thru Friday 8am to 5pm.

Contractor must submit a detailed invoice each month to Agency within 30 days of the end of the billing period for services rendered during the billing period. The Contractor shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Contractor will indicate in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- A mailing address and, if applicable, a remittance address;
- An invoice number;
- The date of the Invoice;
- The amount of the billing, including, as applicable, a summary of deliverables or services provided or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (federal taxpayer I.D.).

Under no circumstances will Agency make payment for any services invoiced more than 90 days after the end of the billing period. In addition, under no circumstances will Agency make payment for any goods or services invoiced after 180 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extension to the time limitations for invoices which are received timely but which are not accurate.

For accurate invoices received timely and in accordance with the terms of this Contract, Agency will authorize payment within 30 days after receipt of the invoice. Agency will only pay for those services authorized under this Contract. It is understood that Agency has no control over when the Madison County Auditor actually issues payment on authorized invoices.

Agency will make payment for all invoices received in accordance with the terms of this Contract. Agency will only pay for actual goods or services.

Article 4 - Availability of Funding

Agency represents that it:

- Has adequate funds to meet its obligations under this Contract;
- Intends to maintain this Contract for the full period set forth herein and has no reason to believe it will not have sufficient funds to enable it to make all payments due during such period; and
- Will use 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 grants, appropriations made by the Ohio General Assembly, monies by the Ohio Department of Job and Family Services and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Contractor, Agency may terminate the products or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any products or services affected by shortage of funds. No penalty shall accrue to Agency in the event this provision is exercised, and Agency shall not be obligated or liable for any future payments due or for any damages resulting from termination under this provision.

Article 5 - Duration of contract

A. This Contract will be effective from October 1, 2018, the execution of this Contract, or the termination of the availability of funds (whichever is later), through September 30, 2019, inclusive, unless otherwise extended, as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding the foregoing, it is expressly understood by both Agency and Contractor that this contract will not be valid and enforceable until the Madison County Auditor certifies payment to Section 506.01 (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 begins, has been lawfully appropriated for such purpose or is in the treasury or in process of collection to the credit of an appropriate fund from any previous fiscal years.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to 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

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label of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties contained in this Contract, Agency may pursue any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any cause of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to monitor all records for breach as mentioned.

F. If Agency or Contractor fails to perform any of the provisions or obligations under this Contract and the other such party fails to remedy the other party, such waiver is limited to the particular failure only and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency Director.

Either party may terminate this Contract by notice, in writing, delivered upon the other party before the effective date of termination. Should the Contractor wish to terminate this Contract, the Contractor must deliver the notice of termination 30 days before the effective date of termination. Should the Agency wish to terminate this Contract, Agency does so immediately upon delivery of the termination notice.

The parties further agree that should this Contract be terminated, or should the Contractor become unable to provide the services agreed to in this Contract for any reason, such service as the Contractor has provided up to the date of termination or of 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 inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender or for 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 retained 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 not hold any compensation to the Contractor until the amount of damages due the Agency from the provision is agreed upon or otherwise terminated.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertinent to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for audit by the Agency, the state of Ohio (including, but not limited to, the Ohio Department of Job and Family Services, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 5 years after the termination of the Contract, or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the 5 year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

Article 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 televisions, systems, data, or records made available to it for any purpose other than to fulfill the restricted 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 43085 and the State of OH. The terms of this Section will be included in any subcontract as 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 certify that no copies of source data were retained by Contractor. Contractor hereby agrees to correct or stop going into compliance with 42 USC Sections 13204 through 13208 and the implementing regulations found at 45 CFR, Section 134.502 (g) and Section 134.504 (f) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest/ Ethics

Contractor agrees that Contractor will not promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. Contractor will not act as officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct requirements and will refrain from activities which could result in violations of this requirement.

Contractor agrees that it will refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to exert a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit agency officers, employees, or agents to violate the agency's code of standards of conduct or Sections 102.03, 120.04, 2911.02 or 2911.03, Revised Code, and will refrain from conflict of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with and will maintain compliance with the requirements of Sections 102.03, 102.04, 2911.02, and 2911.03 of the Revised Code and the portions of the Agency code of standards of conduct applicable to contractors, and that the contractor will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employment, job, 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 labor, data, materials, 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

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reflection in writing of such right or proceeding, litigation, arbitration, and opportunity afforded the Debtor thereof, and full information and all reasonable compensation for the release of same. Agency may participate in the release of any such action.

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

Article 14 - Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The contractor shall not subcontract any of its obligations under this contract without the prior written consent of the Agency. All subcontracts are subject to the same laws, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to its subcontractors for any goods or services provided by such a subcontractor.

Contractor must notify Agency within 30 days of when the contractor knows or should have known that a subcontractor is out of compliance in its ability to meet contractor bonding requirements. Should this occur, contractor will immediately undertake a process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

Article 15 - Governing Law

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

Article 16 - Integration and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, 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 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 read and enforced to the fullest extent permitted by law.

Article 18 - Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran's status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, sex, sexual orientation, age, disability, or veteran status. The Contractor will incorporate the foregoing requirements of this Section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

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

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

- Executive Order 11256, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations 41 CFR Part 101;
- 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 Opportunity Act, as amended;
- Uniform Relocation Act, as amended, and
- Sections 112.71 and 112.59, and Chapter 4112, Revised Code.

Article 19 - Compliance Requirements

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

- Davis-Bacon Act (40 U.S.C. 276a-7(a)), Public Law 71-403, as supplemented by Department of Labor regulations (29 CFR Part 1);
- Sections 103 and 107 of the Control Work Hours and Safety Standards Act (40 U.S.C. 310 through 313) as supplemented by Department of Labor regulations (29 CFR part 1);
- Federal "Anti-Kickback" Act (41 U.S.C. 8711) as supplemented by department of labor regulations (29 C.F.R. Part 1);
- Section 305 of the Clean Air Act (42 U.S.C. 1857 (f)), section 308 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 811);
- 28 CFR Part 58 and 45 CFR 16 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 legal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3517.13 (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 unless more than five hundred dollars or services unless more than five hundred dollars with a corporation, individual, partnership or other unincorporated business,

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

Article 20 - Child Support

Contractor agrees to cooperate with ODHS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Chapter 3113, Revised Code.

Article 21 - Benefits

Neither Contractor nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

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

MADISON COUNTY DEPARTMENT OF
JOB & FAMILY SERVICES

Lori Dodge-Corsey 10/9/18
Lori Dodge-Corsey, Director Date

Patrick Dunkley 9/21/2018
Patrick Dunkley Date

MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

By: *Steve Pronal*
For Steve Pronal
10-15-18
Date

BOARD OF MADISON COUNTY
COMMISSIONERS

David Dhume
Commissioner
D. B. [unclear]
Commissioner
Mark Forrest
Commissioner
10-16-18
Date

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

Subject: Park Board

The monthly Park Board meeting took place on October 16, 2018.

Those Present

MADISON COUNTY COMMISSIONERS
Park Board
October 16, 2018 9:30 a.m.

1. Kristy Zybork
2. Sean Piss
3. Jeff Coleman
4. Alan Williams
5. Tom Xenikis
6. Bryan D. Dume
7. Wayne Roberts
8. Julia Cummings
9. Rob Stone
10. Rodger Lynch
11. Mike Hunt
12. David Hunter
13. (1) J.B. J.A.
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____

Subject: Park Board - Approved - Financial Sheet

Mr. Forrest moved to approve the Park Board's financial sheet.

MADISON COUNTY METROPOLITAN PARK BOARD
September 2017

<hr/>	
Balance as of Park Board September, 2018	\$921.18
<hr/>	
<u>Expenses</u>	
No expenses paid.	\$0.00
<u>Revenue</u>	
Transfer from General Fund	\$480.00
<u>Balance.</u>	\$921.18
<hr/>	
Double Bond Balance	Balance is \$21,084.64
<u>Expenses</u>	
Howard Yoder - Mowing Expenses	\$900.00
<u>Revenue</u>	
	\$ 0.00
<u>Balance.</u>	\$ 20,184.64

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

Park Board

Engineer

- The Engineer recommended that after the next Park Board meeting he would like to take the Commissioners around the trails for inspections.
- Work has been completed for the removal of dead trees from Wilson Road to Glade Run Road.
- The Engineer's department has plans to continue mowing the trails next year.
- There are sections along the trail at Glade Run has been brush cut.
- The Engineer is pleased with the results for the asphalt seal coat that was sprayed with a fog coat test between Spring Valley and Glade Run roads.
- Added fences and bridges to remove weed eater routes. This is usually done ~ three times a year.
- The Engineer's department is interested in purchasing a blower for trail.

FMCPT

- Honeysuckle removal event with take place October 19th at The Little Darby Preserve.
- October 20th is the Community Garden Stewardship a the Prairie Grass Trailhead.

Old Business

- Trail Gap funding has received ~92% of funding.

New Business

- According to Julia Cumming she would like a memorandum of understanding between the SWCD and the Park Board.

Subject: Resolution – Approved – Trail Gap Documents

Mr. Forrest moved to have Rob Slane, County Administrator, to sign on behalf of The Madison County Commissioners the closing documents for the London Trail Gap that was purchased from Kelley Manns.

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 9:17 a.m. for economic development.

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 aken.

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 Zone Z-887 Hearing

The re-zone hearing for application Z-887 took place on October 16, 2018 at 11:00 a.m.

Those Present

MADISON COUNTY COMMISSIONERS
Re-Zone Z-887
October 16, 2018 - 11:00 a.m.

- 1. Kristy Zwick
- 2. Mike Williams
- 3. Tony Xenikis
- 4. Emmett M. DeHaven
- 5. R. Paul Foy
- 6. Dwight Hughes
- 7. Mark Finner
- 8. [Signature]
- 9. Dave D. [Signature]
- 10. [Signature]
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____

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Subject: Re Zone - Approved - Building & Zoning

Mr. Hunter moved per the recommendation of the Zoning Commission, to approve the re-zone Z-887 application for Randy Finke, applicant C/O Red Hot Propane LLC, 115 East Center Street, London, Ohio 43140 Emmett Schrock 2955 St. Rt. 29 NE London, Ohio 43140 property owner. Permission to rezone 5.0 acre from mother parcel of 62.2 acres Jefferson Township form A-1 (agricultural) to C-2 (General Commercial) to be used for propane storage tanks for business refueling, Jefferson Township (Parcel: 1188: Aerial - 26 VMS - 7829 (Tax Pin # 08-0092.000).

RECORD OF ACTION
BY THE MADISON COUNTY ZONING AUTHORITY

MADISON COUNTY COMMISSIONERS

APPLICATION NO. Z-887 DATE July 27, 2018
NAME OF APPLICANT Red Hot Propane, LLC (Owner) Emmett Schrock
ZONING CHANGE FROM A-1 TO C-2 (General Commercial)

SEP 20 18 9:15

PLANNING COMMISSION:

Received Application from Review Board (Date) 8-1-18
Review Application (Date) 8-14-18
Recommended to the Zoning Commission Approval Modification Denial of Application (Date) 08/14/18
 Tabled
Reason: _____ SIGNED BY Mark K. Dunge
Chairman, Madison County Planning Commission

ZONING COMMISSION:

Public Hearing on Application set for 8:00 P.M., 9-18-18
at the Madison County Courthouse, London, Ohio. (Date)
Notice of time, place and purpose of hearing mailed to property owners within 500 feet of property proposed to be rezoned 9-6-18
(Date)
Legal Notice of hearing in Madison Press 9-6-18
(Date)
Recommendation for Approval Modification Denial of Application was certified to County Commissioners by the Zoning Commission 9-18-18
(Date)
 Tabled: _____
Reason: _____ SIGNED BY [Signature]
Chairman, Madison County Zoning Commission

COUNTY COMMISSIONERS:

Public Hearing on Application set for 11:00 A.M., 10-16-18
at the Madison County Courthouse, London, Ohio. (Date)
Legal Notice of Hearing, Madison Press issue of 9-30-18
County Commissioners upheld the recommendations of the Zoning Commission overruled the recommendations of the Zoning Commission 10-16-18
(Date)
SIGNED BY [Signature]
Chairman, Board Of County Commissioners

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

Subject: Meeting Request – Approved – Board of Elections

Mr. Forrest moved per the request of Tim Ward, BOE Director, to approve the required and in compliance of Section 325:20 of ORC for the following:

Teresa Ames, Marcella Bogenrife, Deborah Cochran, Howard Foust, Terri Smith, Aimee Fleshman, Mark Erbaugh, and Timothy Ward to attend "Ohio Association of Election Officials Winter Conference". January 9-11, 2019 in Columbus, Ohio. Cost \$455.00 per person.

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

Subject: Meeting Request – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge-Dorsey, Job & Family Interim Director, to approve the required and in compliance of Section 325:20 of ORC for the following:

Jenna Roberts to attend the following:

"Bridges out of Poverty Training" 11-5-18 to 11-7-18. At 35 W. 5th St. Cincinnati, Ohio." Cost \$1,299.00.

"Bridge – Getting Ahead Training" 11-8-18. At 35 W. 5th St. Cincinnati, Ohio." Cost \$239.00.

"Hilton Cincinnati Conference Hotel" 11-5-18 to 11-8-18. At 35 W. 5th St. Cincinnati, Ohio." Cost \$636.00.

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

Subject: Meeting Request – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge-Dorsey, Job & Family Interim Director, to approve the required and in compliance of Section 325:20 of ORC for the following:

Amanda Hampton to attend the "PAX Heros" 10-22-23-18. At Summit County – Cuyhoga Falls." Cost \$1,000.00.

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

Subject: Personnel Action – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge-Dorsey, Job & Family Interim Director, to approve the following:

Probation pay increase for Kelsey Jones, Social Service Worker 2, from \$15.00 per/hr. to \$15.75 per/hr.

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: 