

Commissioners Journal # 90 Page 405 July 2, 2019

Subject: Bills – Approved – Madison County

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Dr. Xenikis 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. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, yes.

Subject: Decrease PO Funding – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) PO # 1829 in the amount of \$10,000.00.

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

Subject: Budget Revision – Approved – Courthouse Repairs

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$10,000.00.

Increase: Courthouse Repairs (1000-A04B-5-0050) in the amount of \$10,000.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, 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 # 1875 in the amount of \$10,000.00.

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

Subject: Appropriate – 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 \$20,000.00.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Hunter, yes, Mr. Forrest, yes, and Dr. Xenikis, 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 # 1875 in the amount of \$20,000.00.

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

Subject: Transfer – Approved – DJFS

Mr. Forrest moved per the request of Lori Dodge – Dorsey , Job & Family Services Director, to approve the transfer for the following:

Transfer from: Grants (1000-A09E-5-0200) in the amount of \$37,032.25.

Transfer to: Public Assistance County Share (2013-0000-4-09A0) in the amount of \$37,032.25.

Transfer from: Transfers (1000-A07A-5-0309) in the amount of \$162,500.00.

Transfer to: Children Services County Share (2062-0000-4-0090) in the amount of \$162,500.00.

Transfer from: 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: MADISON COUNTY COMMISSIONERS 2019

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS
JUL 2 AM 9:48

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

From:	GENERAL FUND	1000	GRANTS	1000-A09E-60200
	Fund Name	Fund #	Account Name	Account Number
To:	PUBLIC ASSISTANCE	2013	COUNTY SHARE	2013-0000-409A0
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	37,032.25	
From:	GENERAL FUND	1000	TRANSFERS	1000-A07A-60309
	Fund Name	Fund #	Account Name	Account Number
To:	CHILDREN SERVICES	2062	COUNTY SHARE	2062-0000-40090
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	162,500.00	
From:	GENERAL FUND	1000	CHILD SUPPORT INCENTIVES	1000-A15A-60509
	Fund Name	Fund #	Account Name	Account Number
To:	CHILD SUPPORT	2057	TRANSFERS	2057-0000-40600
	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:

- Mandated Share (JULY - SEPT 2019 QTR.)
 - Children Services (JULY - SEPT 2019 QTR.)
 - Child Support (JULY - DEC 2019)
- Total = \$ 210,782.25

MADISON COUNTY BOARD OF COMMISSIONERS

Roll call vote resulted as follows:

cc: Auditor
Originator
Originator File
Transfer File

Mark Forrest
David Hunter
Tony Xenikis
C.J. _____ Page _____
Date: 7-2-19

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

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

Government Forms and Supplies E1870456A

Subject: Resolution Declaring it Necessary to Levy a Tax of One Mill Renewal and 0.15 Increase
- Approved - Board of Developmental Disabilities

Mr. Forrest moved per the request of Chris Cook, Public Health, Health Commissioner, to request from Jennifer Hunter, Madison County Auditor, pursuant to, 5705.03 a Certificate of Estimated Property Tax Revenue in the amount of one mill for a renewal levy, and an increase of 0.15 mill for the Madison County - London City Health District dba Madison County Health Department ORC 5705.25 and ORC Chapter 3709.29, to be placed on the November 5, 2019 General Election ballot.

DTE Form 1408
ORC 5705.03(B)
Revised 6/2008

MADISON COUNTY COMMISSIONERS
Certificate of Estimated Property Tax Revenue
(Use this form when a taxing authority certifies a millage rate and requests the money produced by that rate.)
MAY JUL -3 AN 10 20

The County Auditor of Madison County, Ohio, does hereby certify the following:

- On July 3, 2019, the taxing authority of the Board of Madison County Commissioners certified a copy of its resolution or ordinance adopted July 2, 2019, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by one and fifteen hundredths (1.15) mills, to levy a tax outside the ten-mill limitation for Madison County/London City Health District Services pursuant to Revised Code 5705.25 & 3709.29, to be placed on the ballot at the November 5, 2019 election.
The levy type is Renewal with Increase.
- The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$904,120.
- The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$1,169,033,980.

Jennifer S. Hunter by dd July 3, 2019
Jennifer S. Hunter, Madison County Auditor Date

INSTRUCTIONS

- "Total tax valuation" includes the taxable value of all real property in the subdivision as indicated on the tax list most recently certified for collection and estimates of the taxable value of personal and public utility personal property for the first year the levy will be collected as set forth on the worksheets prescribed in conjunction with this form. If the subdivision is located in more than one county, the home county auditor (where the greatest taxable value of the subdivision is located) shall obtain the assistance of the other county auditors to establish the total tax valuation of the subdivision.
- For purposes of this certification, "subdivision" includes any agency, board, commission, or other authority to request a taxing authority to submit a tax levy on its behalf.
- "Levy type" includes the following: (1) additional, (2) renewal, (3) renewal with an increase, (4) renewal with a decrease, (5) replacement, (6) replacement with an increase, and (7) replacement with a decrease levies.
- Please file this certificate with the subdivision as soon as possible, so the taxing authority can pass a resolution to proceed not later than 75 days before the election.

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

Subject: Petition for Annexation - Accepted - Plain City

Mr. Forrest moved to accept the Type II Annexation for the following: Annexation to the Village of Plain City of + 9.539 acres in the Township of Darby (Pursuant to R.C. Section 709.023)

Annexation

MADISON COUNTY
COMMISSIONERS

20 JUL - 1 PM '19

EXHIBIT TYPE II PETITION FOR ANNEXATION
(PURSUANT TO R.C. SECTION 709.023)
TO THE VILLAGE OF PLAIN CITY
OF 9.539 ACRES
IN THE TOWNSHIP OF DARBY

TO THE BOARD OF COUNTY COMMISSIONERS
OF MADISON COUNTY, OHIO

The undersigned, petitioners in the premises, and being ALL OF THE OWNERS OF REAL ESTATE in the hereby described parcel, consisting of 49.159 more or less, located in the Township of Darby, which area is contiguous to the Village of Plain City, do hereby request that said territory be annexed to the Village of Plain City according to the provisions of the Code of Ohio, and specifically the special procedure specified in Ohio Revised Code Section 709.023, and that no kind of annexation procedure will be created by this annexation.

A full and correct description and plat of the requested annexation territory are attached hereto and made part hereof.

In support of said petition, your petitioners aver that there are within the territory to be annexed TWO (2) OWNERS OF REAL ESTATE:

Arnold L. Uebeloh, Esq., David L. Polge, Esq., and Robin L. Zickman, Esq., whose address is 8300 Wilton Parkway, Suite 204, Columbus, Ohio 43264, are hereby appointed Agents for the undersigned petitioners, as required by Section 709.02 of the Ohio Revised Code. Each agent hereby and individually represents to make any amendment, deletion, or supplementation which in his absolute and correct discretion is necessary or proper under the circumstances then existing, and in particular to do so in order to correct any discrepancy or mistake noted by the Madison County Engineer in his examination of the petition and/or Plat. Such amendment shall be made by the presentation of an amended plat and description in the Board of County Commissioners on, before, or after the date set for hearing on this petition.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

[Petition signature on following cover sheet page]

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

NAME	DATE	ADDRESS
<i>Philip J. Glogerich</i> Philip J. Glogerich	6-27-19	7380 Converse Hill Road Plain City, Ohio 45664
<i>Ruth Ann Glogerich</i> Ruth Ann Glogerich	6-27-19	7380 Converse Hill Road Plain City, Ohio 45664

Government Forms and Supplies E161 00426A

ANNEXATION OF 9.539 ACRES FROM
DARBY TOWNSHIP TO VILLAGE OF PLAIN CITY

Situated in the State of Ohio, County of Madison, Township of Darby, in Virginia Military Survey Number 5125, being a part of that 71.816 acre tract of land conveyed to Philip Jay Gingerich and Ruth Ann Gingerich by deed of record in Official Record 306, Page 2185, Also being Auditor's Parcel Number 02-00983.000 (all references refer to the records of the Recorder's Office, Madison County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of said 71.816 acre tract, a southerly corner of Lot 76 of the subdivision entitled "Darby Fields Section 3", of record in Plat Book B, Page 410;

Thence South 21° 16' 42" East, with the boundary of said "Darby Fields Section 3", the westerly line of the subdivision entitled "Darby Fields Section 4", of record in Plat Book B, Page 412, and the westerly line of that 23.176 acre tract conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 340, Page 2099, a distance of 644.44 feet to the southwesterly corner of said 23.716 acre tract, the northeasterly corner of that 37.313 acre tract conveyed to M/I Homes of Central Ohio, LLC by deed of record in Official Record 349, Page 2011;

Thence South 76° 03' 22" West, with the northerly line of said 37.313 acre tract, a distance of 642.25 feet to the northwesterly corner thereof;

Thence North 11° 22' 30" West, crossing said 71.816 acre tract, a distance of 792.28 feet to a point in the southerly line of said "Darby Fields Section 3";

Thence South 87° 42' 43" East, with said southerly line, a distance of 546.24 feet to the POINT OF BEGINNING, containing 9.539 acres of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

30 July 19

Matthew A. Kirk
Professional Surveyor No. 7865

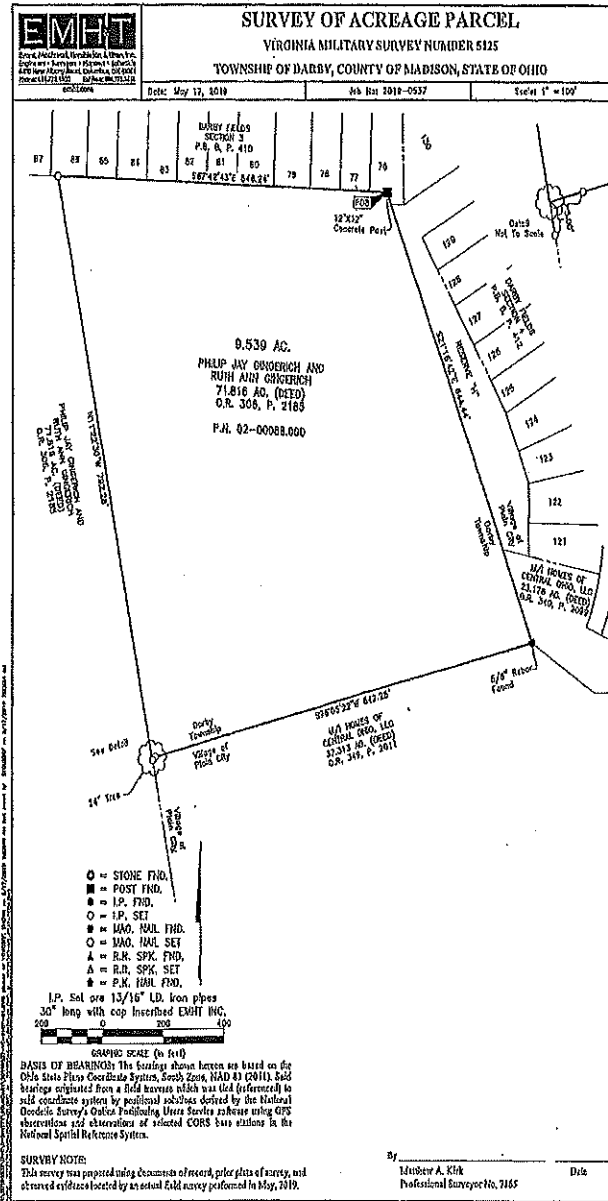
Date

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Map 1 of 2

Government Forms and Supplies E7810456A



Subject: Annexation – Rescind – West Jefferson

Mr. Forrest moved to rescind the acceptance of Type 2 annexation (Section 709.0230) to The Village of West Jefferson of 2.272 acres, more or less from Jefferson Township due to an error in the survey. *(Note – This original annexation was accepted on May 21, 2019 Pages 225 – 228 Journal #90.)

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

Subject: Annexation – Accepted – West Jefferson

Mr. Forrest moved to accept the Type 2 annexation (Section 709.0230) to The Village of West Jefferson of 2.272 acres, more or less from Jefferson Township.

Annexation

MADISON COUNTY
COMMISSIONERS

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 709.0230)
2019 MAY 14 PM 2:47
TO THE VILLAGE OF WEST JEFFERSON OF 2.272 ACRES, MORE LESS
FROM JEFFERSON TOWNSHIP

*To the board of county commissioners
Of Madison county, Ohio*

The undersigned, petitioners in the premises, and being THE SOLE OWNER OF REAL ESTATE in the territory described, consisting of 2.272 acres, more or less, with 2.272 acres located in Jefferson Township, with a total length of the annexation perimeter of 1,390 feet, more less, in the Township of Jefferson, which area is contiguous along 400.00 feet, or 28.8% is contiguous to the Village of West Jefferson, do hereby pray that said territory be annexed to the Village of West Jefferson, according to the statutes of the State of Ohio and that no Island of unincorporated area will be created by this annexation.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto as Exhibit "A" and "B" and made part hereof.

In support of said Petition, the petitioners state that there are within the territory so prayed to be annexed one (1) OWNER OF REAL ESTATE.

Randy Mast, whose address is West Jefferson Plumbing & Heating, 174 E Main St., West Jefferson, OH 43162, is hereby appointed agent for the undersigned Petitioners, as required by Section 709.02 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment and/or deletion which in his absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the MADISON County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before or after the date set for hearing on this Petition.

"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO THE APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE."

NAME ADDRESS DATE

West Jefferson Plumbing & Heating 174 E. Main St.
By: Ivan Mast West Jefferson, OH, 43162 5-02-19
Ivan Mast
Print Name, Owner

EXHIBITS

Exhibit A = Legal Description

Exhibit B = Plat Map

Exhibit C = Adjacent Parcel Owner List

Government Forms and Supplies E21810043EA

Property Owners

EXHIBIT C

Parcel Owner of Property to be Annexed:

1. Parcel No. 08-00959.000
West Jefferson Plumbing & Heating Inc.
174 E Main St.
West Jefferson, OH 43162

Adjacent Parcel Owners:

1. Parcel 08-0124.000
Taylor Philemon H
248 E High St.
London, OH 43140
2. Parcel No. 08-01373.000
West Jefferson Church of Christ
6101 US 40
West Jefferson, OH 43162
3. Parcel No. 10-02005.000
M & E Family LLC
2323 Middle Pike
West Jefferson, OH 43162
4. Parcel No. 10-02011.001
Duke Construction Limited Partnership
600 E 96th St. STE
Indianapolis, IN 46240

Land Description

Exhibit "A"
Land Description

Situated in the Township of Jefferson, County of Madison, State of Ohio, and being part of Virginia Military Survey Number 7876, being more particularly described as follows:

Being a part of a 2.272-acre tract of land (P/O: 08-00958,000) described to West Jefferson Plumbing and Heating, Inc. Official Record 246, Page 2690 of the Recorder's Office, Madison County, Ohio.

Commencing at a found 1-inch diameter steel rebar in a monument box at the intersection of the centerline of right of way of Enterprise Parkway (60 feet wide per Plat B-374) with the centerline of right of way of U.S. Route 40 (135 feet wide per Ohio Department of Transportation Plans), also being the centerline of the westerly bound lanes of U.S. Route 40;

Thence leaving the said 1-inch diameter steel rebar, North 86 degrees 24 minutes 45 seconds East (N 86°24'45" E), along the centerline of right of way of U.S. Route 40, a distance of 760.57 feet (760.57') to a point at the northwesterly corner of the said 2.272-acre tract;

Thence leaving the centerline of right of way of said U.S. Route 40, South 83 degrees 35 minutes 15 seconds East (S 83°35'15" E), along the westerly property line of the said 2.272-acre tract, a distance of 54.16 feet (54.16') to a point in the centerline of the easterly bound lanes of U.S. Route 40, being the Point of Beginning of the tract herein described;

Thence leaving the westerly property line of the said 2.272-acre tract, North 86 degrees 23 minutes 56 seconds East (N 86°23'56" E), along the centerline of the easterly bound lanes of U.S. Route 40, a distance of 200.00 feet (200.00') to a point on the westerly property line of a 5.681-acre tract of land described to Philemon H. Taylor in Deed Book 238, Page 25;

Thence leaving the said easterly bound lanes of U.S. Route 40, South 03 degrees 35 minutes 15 seconds East (S 03°35'15" E), along the westerly property line of the said 5.681-acre tract, passing over a set mark at a distance of 40.88 feet (40.88'), a total distance of 440.88 feet (440.88') to a set 5/8-inch diameter steel rebar w/ orange plastic cap marked "GHC EC" at the southwest corner of the said 5.681-acre tract, also being on the northerly property line of a 169.024-acre tract of land described to M & E Family LLC in Official Record 111, Page 1964;

Thence leaving the southwest corner of the said 5.681-acre tract, South 86 degrees 24 minutes 45 seconds West (S 86°24'45" W), along the northerly property line of the said 169.024-acre tract, a distance of 200.00 feet (200.00') to a found 3/4-inch diameter steel pipe, bent to the southwest, at the southeasterly corner of a 2.272-acre tract of land described to West Jefferson Church of Christ in Deed Book 200, Page 137;

Thence leaving the northerly property line of the said 169.024-acre tract, North 03 degrees 35 minutes 15 seconds West (N 03°35'15" W), along the easterly property line of the said 2.272-acre tract of land, passing over a found 1-inch diameter steel pipe at a distance 400.84 feet (400.84'), a total distance of 440.84 feet (440.84') to the Point of Beginning, consisting of 2.024-acres (or 88,172 square feet), more or less.

The bearings are based on the centerline of right-of-way of U.S. Route 40 as being North 86 degrees 24 minutes 45 seconds East (N 86°24'45" E) as determined by a Global Positioning Survey utilizing the Ohio Department of Transportation Virtual Reference System as performed by the Gundee Haydinger Group in January of 2018. All other angles calculated from this bearing.

Surveyor Certificate:

I, Christopher M. Cook, Ohio Professional Land Surveyor No. 8424, hereby certify that the land description above was prepared under my direction based upon a field survey of the subject property, completed in January 2019, and as a result a survey plat was completed to accompany this description.

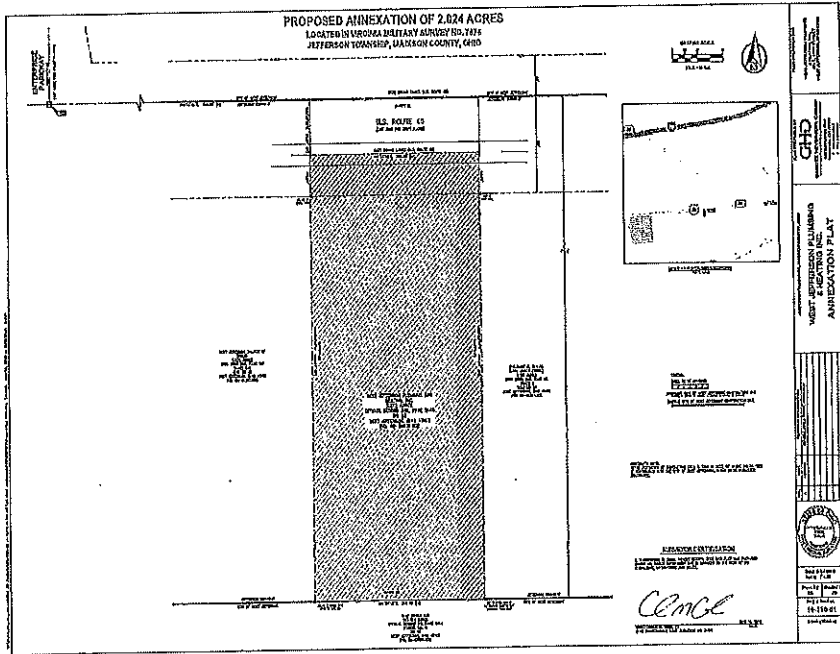
Christopher M. Cook
Christopher M. Cook, P.S.
Ohio Professional Surveyor No. 8424
5/14/2019
Date



MAIN OFFICE (CENTRAL OHIO)
812 BROOKSEDGE BLVD
WESTERVILLE, OHIO 43081
PHONE: 614.942.2040

Map

Government Forms and Supplies E1S10043EA



Village of West Jefferson Resolution

RECORD OF RESOLUTIONS MADISON COUNTY COMMISSIONERS

Resolution No. 19-084 Passed July 1, 2019

RESOLUTION 19-084, AMENDING RESOLUTION 19-062, THAT SET FORTH A STATEMENT OF MUNICIPAL SERVICES THE VILLAGE OF WEST JEFFERSON WILL PROVIDE TO THE 1.372 ACRES OF LAND LOCATED IN JEFFERSON TOWNSHIP, AND PROPOSED TO BE ANNEXED TO THE VILLAGE OF WEST JEFFERSON VIA AN EXPEDITED TYPE-I ANNEXATION

WHEREAS, on June 6, 2019, the Village of West Jefferson passed Resolution 19-062, that set forth the municipal services that will be provided to 2.272 acres of land that is proposed to be annexed to the Village of West Jefferson; and

WHEREAS, at the request of Madison County, the Village of West Jefferson desires to amend Resolution 19-062 to replace the map/plot and legal description attached thereto with the map/plot and legal description attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WEST JEFFERSON, COUNTY OF MADISON, STATE OF OHIO, WITH A MAJORITY OF DULY ELECTED MEMBERS THEREFORE CONCURRING AS FOLLOWS:

SECTION I. Resolution 19-062 is hereby amended to include the attached Exhibit A, which graphically depicts and describes the territory that is the subject of the annexation, and which Exhibit A is incorporated herein.

SECTION II. All formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements.

SECTION III. The Clerk of the Village Council of West Jefferson is hereby directed to immediately forward and file a certified copy of this resolution (which includes a certified copy of Resolution 19-062) to the Board of County Commissioners of Madison County, Ohio (not to no later than July 2, 2019).

SECTION IV. This resolution shall take effect at the earliest period allowed by law.

Passed this 1st day of July, 2019

Steve Johnson Date 7/1/19 Day Received by Mayor 7-1-19
 President of Council Date Approved by Mayor 7-1-19
 Rly A. Martin, Mayor

ATTEST:
 Deborah L. Oiler Date 7/1/19
 Clerk of Council

Approved as to Form:

J. Michael Munay Date _____
 Director of Law

I certify that this is a true and exact copy of the original document on file by Clerk of Council

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

Government Forms and Supplies E1810045EA

Subject: Contract – Approved – DJFS

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services to approve the contract between Family & Children and Spencer Bowshier for Youth – led services in accordance with the contract services below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN
PREVENTION SERVICES

This contract is entered into on July 2, 2019 between the Madison County Department of Family & Children (Agency), 200 Whitney St., London, OH 43130 and Spencer Bowshier, 189 East Main St., Mt. Sterling, OH 41053 (herein referred to as Provider) for the purchase of services (see Attachment 1).

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Family & Children in the administration of Youth and Prevention Services. This Contract is not intended to and does not establish a subordinate or subordinate relationship as partners are defined in either 2 C.F.R. 201 or in the federal grants management information act.

Article 2 - Scope of Services/Obligations

A. Agency Responsibilities - Agency agrees to pay Provider upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the funder. The Agency agrees that achievement of all contracted tasks will be dependent upon Provider performance in the delivery of services specified. Delay of purchased services shall be in conformity with the proposal and budget submitted, if applicable, and all attachments to this contract. Delay of purchased services shall also be documented so that the Agency can verify services rendered.

B. Provider Responsibilities - The Provider will furnish all the required services or products in accordance with the contract (Attachment 1).

Article 3 - Billing and Payment

Agency agrees to compensate the Provider \$20 per hour. Total cost of contract not to exceed \$100,000 unless prior authorized by agency.

Provider must submit a detailed invoice each month to Agency within 15 days of the end of the billing period for services rendered during the billing period. The Provider shall make all reasonable efforts to include all goods or services provided during the billing period on the invoice. The Provider will include in each invoice, if applicable:

- Provider's name as it appears on the Contract
- Billing address and, if applicable, a residential address
- An invoice number
- The date of the invoice
- The amount of the billing, including, as applicable, a summary of deliverables or services provided and of hours/units and the number of lines.

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 90 days.

The Agency Fiscal Department has the final authority to determine whether an invoice is received timely and accurately. There will be no extensions 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, Provider understands that availability of funds is contingent on funding sources external to the State of Ohio, such as federal funds; appropriations made by the Ohio General Assembly; and appropriations by the Madison Board of County Commissioners.

If funds are not appropriated and available for the continuance of the goods or services provided by the Provider, Agency may terminate the products or services provided by the Provider at the end of the period for which funds are available. Agency will notify the Provider 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 July 1, 2019, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through June 30, 2020, 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 Provider 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, Provider 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 Provider may determine if an extension of this Contract is in the best interest of 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 Provider.

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 8.A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Provider if Agency has discovered any illegal conduct on the part of Provider, any violation by Provider of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Provider 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 expenditures 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 the Agency may require.

D. In the event of termination under this Article 8 of the Contract, Provider 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 asserted by the Provider 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 Provider fails to perform an obligation or obligation under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Whereby 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 Provider wish to terminate this Contract, the Provider 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 Provider become unable to provide the services agreed to in this Contract for any reason, such service as the Provider 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 Provider become unable to complete the work requested in this Contract for any reason, such work as the Provider has completed up to the date of termination or of its inability to continue the terms of this Contract shall become the property of Agency.

The Agency shall not be liable to tender and/or pay to the Provider any further compensation after the termination of the contract or the Provider'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 Provider shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Provider. 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 Provider. The Agency may withhold any compensation to the Provider 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 Provider, shall be made available by Provider for audit by the Agency, the state of Ohio (including, but not limited to, the Auditor of State of Ohio, the Ohio Inspector General, and duly appointed law enforcement officials), and agencies of the United States government for the purpose of making audits, examinations, excerpts, and transcriptions.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Provider 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

Provider agrees that all records, documents, writings or other information produced by Provider under this Contract, and all records, documents, writings or other information used by Provider 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 Provider. Where there is a question as to whether

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... or photo, Agency will make the final determination.

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

... is responsible for notifying Agency of the nature of the information prior to its release to any. Failure to provide such prior notification is a waiver of the proprietary nature of the information, a waiver of any right of Provider to proceed against Agency for violation of this Contract, or of any other law or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that Provider will have failed to make efforts that are reasonable under the circumstances to maintain information's secrecy. Agency reserves the right to require reasonable evidence of Provider's violation 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.

... agrees that it will not use any information, systems, data, or records made available to it for purposes other than to fulfill the contractual duties specified herein. Provider agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison County, the State of Ohio. The terms of this Section will be included in any subcontract awarded by the Agency for work under this Contract. Provider agrees that any data made available to Provider by the Agency shall be returned to Agency not later than 30 days following termination of the Contract and that all copies of source data were retained by Provider. Provider hereby agrees to current ongoing compliance with 42 USC Sections 13001 through 13004 and the implementing rules found at 45 C.F.R. Section 164.502 (g) and Section 164.504 (g) regarding disclosure of electronic health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11 - Conflict of Interest

... agrees that Provider will not authorize or give to any agency officer, employee or agent acting in his, including employment or promise of employment within the scope of his or her job duties, the right to ask an officer, employee or agent of the agency to violate any requirements of the Madison County code of standards of conduct, amendments and will refrain from activities which would constitute a violation of this requirement.

... agrees that it will refrain from providing or giving to any agency officer, employee, or agent acting in his or her official capacity as to exact a substantial and improper financial benefit, employee, or agent with respect to the officer's, employee's, or agent's duties, will not solicit any officer, employee, or agent to violate the agency's code of standards of conduct or Sections 3, 102.04, 2321.42 or 2321.43, Revised Code, and will refrain from conflicts of interest, whether direct or indirect.

... agrees to certify that it is in compliance with and will maintain compliance with the contents of sections 102.03, 102.04, 2321.42, and 2321.43 of the Revised Code and the portions of the Agency code of standards of conduct applicable to Provider, and that the Provider will promptly notify the Agency of any newly arising conflicts of interest or potential violations of state ethics laws.

12 - Independent Provider

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent Provider, Provider 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.

Provider agrees that it is an independent Provider 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. Provider 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 Provider becomes disqualified from conducting business in Ohio, for whatever reason, Provider must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 13 - Limitation of Liability: Provider Duties

A. Provider 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. Provider 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 work for any judgments for infringement of patent or copyright rights. Provider agrees to defend against any such claims or legal actions if called upon by Agency to do so. Provider 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 Provider fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Provider 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 Provider 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 Provider under Article 3 of this Contract or the amount of direct damages incurred by Provider, 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. Provider 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 Provider. 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.

Provider 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

limited by Agency at Provider's written request, it is at Provider's expense. If any of the materials, reports, or studies provided by Provider are found to be infringing items and the use or publication thereof is enjoined, Provider agrees to, in its own expense and at its option, either pursue 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 Provider under this Section survive the termination of this Contract, without limitation.

Article 11 - Assignment and Subcontracting

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

Provider must notify Agency within 30 days of when the Provider knows or should have known that a subcontractor is not in compliance or is unable to meet contract or licensing requirements. Should this occur, Provider will immediately be held responsible for the subcontractor's non-compliance or the subcontractor's contract with Provider is immediately terminated.

Article 12 - Governing Law

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

Article 13 - Interpretation and Modification

This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations of any kind that have not been included 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 14 - Severability

If any term or provision of this contract or the application of such term or provision to any person or circumstance shall, in any respect, be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to any person or circumstance 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 15 - Equal Employment Opportunity

A. During the performance of this contract, the Provider 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 Provider 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 Provider 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 Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Provider complies with all applicable federal and state non-discrimination laws. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, 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 Provider 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 Provider 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 11376, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 163.69, and Chapter 4112, Revised Code.

Article 19 - Compliance Requirements

The Provider 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 regulations (29 C.F.R. Part 3);
- Section 308 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 16);

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- 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, 83 Stat. 417);
- 29 CFR Part 191 and 45 CFR 70 regarding a drug-free workplace. Provider 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 5511.13 (f) and (i), 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 1703, Revised Code, estate, or trust.

Article 20 - Child Support

Provider agrees to cooperate with ODHS and any child support enforcement agency in ensuring Provider or employees of Provider meet child support obligations established under state or federal law. By executing this contract, Provider 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 Provider nor its agents or employees shall be considered employees of the Agency for any purposes and, therefore, they are not eligible for sick leave, vacation, hospitalization, or any other fringe benefits provided to employees of the state of Ohio or of Madison County.

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

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN

Lon Dodge-Dorsey 6/28/19
Lon Dodge-Dorsey, Director Date

Deanna Benjamin 6-27-19
Provider Date

MADISON COUNTY PROSECUTOR BOARD OF MADISON COUNTY COMMISSIONERS

Approved as to Form and Legal Sufficiency

By: Steve Pionai Commissioner
6-17-19 Date
Mark Stout Commissioner
Tony Vukich Commissioner
7-2-19 Date



Attachment 1

Description of Duties – Youth-Led Prevention

Contract Position: ADA Youth-Led Prevention Leader and Educator

Position Purpose Summary: The ADA Youth-Led Prevention Leader and Educator will engage and educate youth involved in Youth-Led Prevention initiatives, including youth employees. The ADA Youth-Led Prevention Leader and Educator will also engage and educate administration and staff in Madison County school districts. The ADA Youth-Led Prevention Leader and Educator will create additional sustainability in the field of Prevention.

Minimum Skills and Potential Essential Functions:

- Must pass a DCJ and Children Services Background check.
- High school diploma.
- The ability to communicate verbally and in written format.
- Develop and maintain effective working relationships with associates and consumers from diverse cultural backgrounds.
- Must be able to perform duties requiring physical and mental aptitude.
- Attend trainings to gain skills, knowledge and required certification pertaining to the field of Prevention.

Provider shall have one or more of the registrations, certifications and/or licenses from professional regulatory entities in Ohio, as defined in OAC Chapter 3703.5-1-45.

At a minimum, provider shall be a Registered Applicant, with the Ohio Chemical Dependency Professionals Board, for certification as a Prevention Specialist Assistant, or shall apply to become a registered applicant within sixty days of the contract begin date.

- Advise to a drug-free lifestyle and promote a positive self-image in Madison County schools, social media, and community.
- Provide leadership in the development, implementation and evaluation of Youth-Led Prevention.
- Develop trust and mutual respect with youth.
- Assist in identifying barriers with Youth-Led Prevention initiatives and assist in the development of strategies to overcome those barriers.

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

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