

Commissioners Journal # 90 Page 41 March 26, 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: Transfer – Approved – Family & Children

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

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$3,761.00.

Transfer to: Dept. Family & Children (7048-0000-4-0200) in the amount of \$3,761.00.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$7,620.00.

Transfer to: Dept. Family Services (7049-0000-4-0200) in the amount of \$7,620.00.

Transfer from: Council SFSC Contract Services (7046-T890-5-0140) in the amount of \$763.00.

Transfer to: Dept. Prevention (7062-0000-4-0200) in the amount of \$763.00.

MADISON COUNTY COMMISSIONERS
2019 MAR 25 AM 10:47

Department: Madison County Dept Family and Children
Date: 3/26/2019
RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Council SFSC	7046	Contract Services	7046-T890-0140
To:	Dept Family & Children	7048	Revenue Account	7048-0000-40200
		Amount:	\$ 3,761.00	
From:	Council SFSC	7046	Contract Services	7046-T890-0140
To:	Dept. Family Services	7049	Revenue Account	7049-0000-40200
		Amount:	\$ 7,620.00	
From:	Council SFSC	7046	Contract Services	7046-T890-0140
To:	Dept. Prevention	7062	Revenue Account	7062-0000-40200
		Amount:	\$ 763.00	
From:			Contract Services	
To:			Revenue Account	
		Amount:	\$	

Reason for Request:
Transfer funding to accounts which allow for expenditures for provision of direct services.

Total \$ 12,144.00

Roll call vote resulted as follows:

4	ES - Tony Xenikis	NOT PRESENT
3	ES - Mark Farrel	4
3	ES - David Hunter	4

Requester Acknowledgment: I have reviewed the above referenced accounts and have verified they are available, and free of prior encumbrances (including checked purchase orders).
Date: 3/26/19

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 – Family & Children

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

Transfer from: Council Contract Services (7040-T890-5-0140) in the amount of \$100.00.

Transfer to: Dept. Family & Children (7048-0000-4-0300) in the amount of \$100.00.

Transfer from: Council Contract Services (7040-T890-5-0140) in the amount of \$10,500.00.

Transfer to: Dept. Family & Children (7049-0000-4-0300) in the amount of \$10,500.00.

Department: Madison County Dept Family and Children
Date: 3/26/2019
MADISON COUNTY COMMISSIONERS
25 MAR 25 AM 11:33

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Council	7040	Contract Services	7040-T890-50140
To:	Dept Family & Children	7048	Revenue Account	7048-0000-40300
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	100.00	

From:	Council	7040	Contract Services	7040-T890-50140
To:	Dept. Family Services	7049	Revenue Account	7049-0000-40300
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$	10,500.00	

From:			Contract Services	
To:			Revenue Account	
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

From:			Contract Services	
To:			Revenue Account	
	Fund Name	Fund #	Account Name	Account Number
		Amount: \$		

Reason for Request:
Transfer funding to accounts which allow for expenditures for provision of direct services.

TTL = \$ 10,600.00

Roll call vote resulted as follows:

cc: Auditor	Not Present
Originator	Tony Xenikis <u>yes</u>
Originator File	Mark Forrest <u>yes</u>
Transfer File	David Hunter <u>yes</u>
	C.J. _____ Page _____
	Date: 3-26-19

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). 3/25/2019

Revised 3/26/2019

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 – Elected Official

Dr. Xenikis moved to approve the budget revision for the following:

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$1,027.00.

Increase: Personal Ins – Officials Bonds (1000-A15A-5-0502) in the amount of \$1,027.00.

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

Subject: Increase PO Funding – Approved – Juvenile Detention Center

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

Increase: Juvenile Detention Center (1000-A04B-5-0150) PO # 1852 in the amount of \$148,000.86.

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 – Tri County Jail

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

Increase: Tri County Jail (1000-A04B-5-0151) PO # 1847 in the amount of \$694,700.50.

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 – Ditch Maintenance

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Proposed Ditch Construction (4100-R000-5-0080) PO # 1768 in the amount of \$450.00.

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

Subject: Appropriation – Approved – Board of Elections

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

Appropriate: BOE Contract Services (1000-A03A-5-0140) in the amount of \$5,539.00.

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

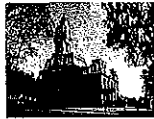
Subject: Advancement – Approved – Board of Elections

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

Advancement from: BOE from (2055-000-4-0100) in the amount of \$5,539.00.

Advancement to: BOE (1000-4-4500) in the amount of \$5,539.00.

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



**MADISON COUNTY
BOARD OF ELECTIONS**

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

Deborah Cochran, Chairperson ~ Timothy Ward, Director ~ Aaron To, Deputy Director ~ Teresa Ames ~ Marcel Bogeroffe

March 26, 2019

Madison County Commissioners
1 North Main Street
London, Ohio 43140

Dear Commissioners:

The Board of Elections respectfully requests that you increase the appropriation for Contract Services – Account Number 1000-A03A-50140 by \$5,539.00. This appropriation should be made by advancing \$5,539.00 from the Election Revenue Fund – Account Number 2055-000-40100 to Account Number 1000-44500.

This increase in appropriation will allow the Board of Elections to purchase a new copier thereby reducing our cost for black and white from \$0.0165 per copy to \$0.005 per copy and our cost for color from \$0.1341 per copy to \$0.045 per copy. Per Tim Hughes, this will pay for itself pretty quickly thereby saving the County money.

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

Sincerely,

Timothy A. Ward
Director

TAW/ms

Approved

MADISON COUNTY COMMISSIONERS

Government Forms and Supplies E1810043EA

Subject: Appropriation – Approved – Board of Elections

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

Appropriate: BOE Contract Services (1000-A03A-5-0140) in the amount of \$18,460.00.

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

Subject: Advancement – Approved – Board of Elections

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

Advancement from: BOE from (2055-000-4-0100) in the amount of \$18,460.00.

Advancement to: BOE (1000-4-4500) in the amount of \$18,460.00.

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



**MADISON COUNTY
BOARD OF ELECTIONS**

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

Deborah Cochran, Chairperson – Timothy Ward, Director – Aaron To, Deputy Director – Teresa Ames – Marc Boggs

MADISON COUNTY
COMMISSIONERS
MAR 26 AM 11:40

March 26, 2019

Madison County Commissioners
1 North Main Street
London, Ohio 43140

Dear Commissioners:

The Board of Elections respectfully requests that you increase the appropriation for Contract Services – Account Number 1000-A03A-50140 by \$18,460.00. This appropriation should be made by advancing \$18,460.00 from the Election Revenue Fund – Account Number 2055-000-40100 to Account Number 1000-44500.

This increase in appropriation is necessary in order to comply with the terms of the contract with the Ohio Secretary of State for the purpose of acquiring and implementing voting machines and equipment.

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

Sincerely,

Timothy A. Ward
Director

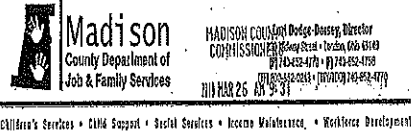
TAW/ms

Approved

MADISON COUNTY COMMISSIONERS

Subject: Agreement – Approved – DJFS

Dr. Xenikis moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the Utilities and Facilities agreement amendment # 6 between Madison County Department of Job & Family Services (MCDJFS) and Madison County Department of Family & Children (MCDFC) effective June 1, 2009, this amendment is being executed to increase the revised amount of the utility and facilities agreement amendment # 5 payment paid to MCDJFS from \$209.43 to \$411.02. This amendment is based on additional office space leased by MCDJFS to MCDFC and subsequent rate adjustments for utility payments. Effective March 1, 2019 increase utility payment for MCDFC to MCDJFS from \$209.43 to \$411.02.



AMENDMENT # 6
FOR
UTILITIES AND FACILITIES AGREEMENT

In Accordance with Article 2 of the Utilities and Facilities Agreement between Madison County Department of Job & Family Services (MCDJFS) and Madison County Department of Family & Children (MCDFC), effective June 1, 2009, this amendment is being executed to increase the revised amount of the utility and facilities agreement amendment # 5 payment paid to MCDJFS, from \$209.43 to \$411.02. This amendment is based on additional office space leased by MCDJFS, to MCDFC and subsequent rate adjustments for utility payments.

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

- Effective March 1, 2019, Increase utility payment for MCDFC to MCDJFS from \$209.43 to \$411.02.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

SIGNATURES:

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

Lori Dodge-Dorsey 02-27-2019
 Deputy Director, Social Director Date

Madison County Department of Family & Children
Lori Dodge-Dorsey 2/27/19
 Lori Dodge-Dorsey, Director Date
 Madison County Department of Job & Family Services

MADISON COUNTY COMMISSIONERS:

Dr. J. D. Xenikis 3/26/2019
 Commissioner Date

Mr. M. Hunter 3-26-19
 Commissioner DATE

Mr. T. Forrest 3/26/2019
 Commissioner Date

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

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Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the contract between Department of Family & Children and Meadow Dotson, for the purchase of wraparound services in accordance with the contract below.

MADISON COUNTY DEPARTMENT OF FAMILY & CHILDREN
VENDOR CONTRACT
MADISON COUNTY COMMISSIONERS
MARCH 26 AM 9:31

This contract is entered into on 3/14/2019 between the Madison County Department of Family & Children ("Agency"), 200 McKinley St., Leodosy, OH 43140 and Meadow Dotson 6635 St. Rt 56 RR, Steubing, OH 43153, for the purchase of wraparound 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 wraparound services. This Contract is not intended to and does not establish a subcontract or sub grantee relationship as those terms are defined in either 2 CFR 200 or in the federal grants management "common rule".

Article 1 – Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the funder. The Agency agrees that reimbursement of all contracted 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 budget submitted, if applicable, and all attachments to this contract. Delivery of purchased services shall also be documented so that the Agency can verify services rendered.

B. Contractor Responsibilities - The Contractor will furnish all of the requested services or products in accordance with the contract (See Attachment 1).

Article 3 – Billing and Payment

Agency agrees to compensate the Contractor \$15 per hour.

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 invoice in each invoice, if applicable:

- Contractor's name as it appears on the Contract and Purchase Order;
- An 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 or of hourly rates and the number of hours;
- The Purchase Order; and
- The vendor number (Federal taxpayer ID).

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

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

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

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

Article 4 – Availability of Funding

Agency represents that it:

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

However, Contractor understands that availability of funds is contingent on funding 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 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

occurred, 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 03/04/2019, the execution of this Contract, or the certification of the availability of funds (below), whichever is later, through 03/03/2020, 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 Contractor that this contract will not be void and enforceable until the Madison County Auditor certifies pursuant to Section 5705.41 (B), Revised Code, that the amount required to meet the Agency's obligation, in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

C. Subject to any extension of this Contract under Article 6, below, Contractor expressly agrees to neither perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or subsequent to the termination date of this Contract.

Article 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 one year with no increase in rate or charge 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 5A, 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 bonding 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 as part of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, corrections needed, and other such matters as the 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 consequence of breach or default is not a waiver of subsequent consequences, and Agency retains the right to exercise all remedies hereinafter mentioned.

F. If Agency or Contractor 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. 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, 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

Government Forms and Supplies E18100-03EA

his ability to enforce the terms of this Contract shall be eligible to be filed and paid according to the provisions of Article 10 of this Contract. The parties further agree that should the Contract be terminated or should the Contractor become unable to complete the work requested in this Contract for any reason, such work as the Contractor has completed up to the date of termination of this ability to enforce 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 neither release 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 administration, and control and necessary 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 to the Agency from the violation is agreed upon in a written form stated.

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 each by the Agency the date of this publishing, but not later than the Auditor of State of Ohio, the Ohio Inspector General, and other appropriate state or federal officials, and agencies of the United States government for the purpose of audits, investigations, inquiries, and other inspections.

All records related to costs, work performed and supporting documentation for invoices submitted to Agency by Contractor must be retained for a minimum of 3 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 3 year period, the records shall be retained until the completion of the action and resolution of all issues that arise therefrom, or until the end of the regular 3 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 similarly to the following terms:

All Agency information which, under the laws of the state of Ohio, is confidential, 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, 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 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 ask an 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 manifest 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, 102.04, 2911.42 or 2911.43, Revised Code, and will refrain from conflicts 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, 2911.42, and 2911.43 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 newly arising 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 created 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 business premiums which may accrue as a result of cooperation 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 Income 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 officers or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

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

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

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

Article 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 covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

Contractor will notify Agency within 30 days of when the contractor learns or should have known that a subcontractor is out of compliance or is unable to meet contract or licensing requirements. Should this occur, contractor will immediately undertake a

process to bring the subcontractor into compliance or the subcontractor's contract with contractor is immediately terminated.

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

Article 18 – Equal Employment Opportunity

A. During the performance of this contract, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. The Contractor will take affirmative action to ensure that during employment, it treats all employees and contract workers without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, veteran 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 VII and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1963, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 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 to 276a-7, Public Law 74-463, 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 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 503 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency

regulations (43 CFR part 15);

- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan based in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 62 Stat. 871);
- 29 CFR Part 54 and 45 CFR 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure all employees performing duties or responsibilities under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Sections 3512.13 (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 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 1105, Revised Code, estate, or trust.

Article 10 - OHS Support

Contractor agrees to cooperate with OHS and any other support enforcement agency in ensuring Contractor or employees of Contractor meet OHS 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 owed pursuant to Chapter 3115, Revised Code.

Article 11 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF

HAVEN & DRAGON

[Signature]
Lead Design Counselor, Director
Date: 3/14/19

[Signature]
Contractor
Date: 3/14/19

MADISON COUNTY EXECUTOR
Approved as to form and
legal sufficiency

[Signature]
For State Travel
Date: 3-4-19

BOARD OF MADISON COUNTY
COMMISSIONERS

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

3/26/2019
Date

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 E 19100435A

Subject: Contract – Approved – Department of Job & Family Services

Mr. Forrest moved per the request of Lori Dodge – Dorsey, Job & Family Services Interim Director, to approve the contract in regard to Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office to purchase services in accordance with the contract below.

1. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

2. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

3. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

4. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

5. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

6. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

7. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

8. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

9. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

Table with 2 columns: Description of Services, and Estimated Annual Cost. The table contains several rows of data.

10. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

11. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

12. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

13. The Contractor shall provide the following services to the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

14. Performance Standards: The performance standards shall be based upon the requirements of the contract...

15. Access to the Office: The Contractor shall provide access to the office for the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

16. Assignment of Staff: The Contractor shall assign staff to provide the services required by the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

17. Assignment of Staff: The Contractor shall assign staff to provide the services required by the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

18. Assignment of Staff: The Contractor shall assign staff to provide the services required by the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

19. Billing Requirements: When the Contractor is a general contractor, the Contractor shall ensure that the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

When the Contractor is a general contractor, the Contractor shall ensure that the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

If the Contractor requires a release to submit the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

20. Required Equipment: Equipment that has been included in the contract on the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

21. Monitoring and Evaluation: The Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office shall monitor and evaluate the contract...

22. Insurance: The Contractor shall maintain liability insurance and professional liability insurance for the Madison County Child Support Enforcement Agency and Madison County Prosecutor's Office...

5. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

6. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

7. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

8. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

9. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

10. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

11. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

12. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

13. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

14. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

15. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

16. The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

As to the purchase of the property described in the following table, the Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

- The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:
- The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:
- The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

The Board of Education shall determine whether to recommend to the Board of Commissioners the purchase of the property described in the following table:

Roll Call Report

Mr. Hunter	Yes
Mr. Forrest	Yes
Dr. Xenikis	Yes

Mr. Hunter	Yes
Mr. Forrest	Yes
Dr. Xenikis	Yes

Mr. Hunter	Yes
Mr. Forrest	Yes
Dr. Xenikis	Yes

Mr. Hunter	Yes
Mr. Forrest	Yes
Dr. Xenikis	Yes

Mr. Hunter	Yes
Mr. Forrest	Yes
Dr. Xenikis	Yes

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 E18 0043EA

Subject: Contract – Approved – Grace Energy

Mr. Forrest moved to approve the contract between Madison County and Grace Energy for the LED lighting upgrade at the Courthouse.



Attn: Madison County Commissioners
 110 Main Street
 Leipsic, OH 43040
 Attention: Board

Project Name: Madison County Courthouse - LED Lighting Upgrade

Quantity	Description	Unit/Project Price
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1	LED LIGHTING (see Scope of Work on page 2)	Material & Labor
	Madison County Courthouse	\$38,500.00
	110 Main Street, Leipsic, OH 43040	
	Project Materials Installation	\$20,000.00
	Permitting / Deposit	1,500.00
	State of Ohio Sales Tax (approx)	+ \$ 0.00
	Total Project Price	\$38,500.00*
	LED Technical Assistance	- \$ 2,000.00
	(This fee is included in the total project price)	
	Net Total Project Price	\$36,500.00*

*This pricing is applicable to the estimated quantities of work shown in this schedule of work. The actual quantities of work may vary due to site conditions. The contractor shall be responsible for obtaining all necessary permits and for all costs associated with the project. The contractor shall be responsible for all costs associated with the project, including but not limited to, labor, materials, and overhead. The contractor shall be responsible for all costs associated with the project, including but not limited to, labor, materials, and overhead. The contractor shall be responsible for all costs associated with the project, including but not limited to, labor, materials, and overhead.

Scope of Work							
Fixture Location	Before Qty	Existing Fixture Description	Total Existing Lamp Qty	After Fixture Qty	Total New Lamp Qty	Proposed LED Lamp Watts	Recommended LED Solution

Treasurer Office	21	4'x4' T8 32W	84	21	84	18	4'x4' LED TLED
Commissioners Office	7	4'x4' T8 32W	28	7	28	18	4'x4' LED TLED
Probate Office	25	4'x4' T8 32W	100	25	100	18	4'x4' LED TLED
Probate Court	12	4'x4' T8 32W	48	12	48	18	4'x4' LED TLED
Prothonotary Office	18	4'x4' T8 32W	72	18	72	18	4'x4' LED TLED
Auditor Office	34	4'x4' T8 32W	136	34	136	18	4'x4' LED TLED
AV Restrooms	8	4'x4' T8 32W	32	8	16	18	4'x4' LED TLED
AV Restrooms - FR 1	6	23W CFL Spiral	6	6	6	9.5	9.5W LED A19
Main Hall - Sources	3	Incandescent 65W A Lamp	3	3	3	9.5	9.5W LED A19
Main Hall - Sources	7	23W CFL Spiral	7	7	7	9.5	9.5W LED A19