

Government Forms and Supplies E 1908078EA

Commissioners Journal # 92 Page 355

August 4, 2020

**Subject: Bills – Approved – Madison County**

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Mr. Hunter moved to approve all purchase orders and allow payment of all then and nows and vouchers.

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

**Subject: Budget Lines – Approved – CARES**

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

Revenue: HAVA (2053-0000-4-0300) in the amount of \$29,534.00.

Expense: HAVA (2053-0200-5-0050) in the amount of \$29,534.00.

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

**Madison County  
Trial Balance Detailed**

Include Inactive Accounts: No  
Include Pre-Encumbrances: No

Number	Description	Budgeted Amount	MTD Amount	YTD Amount	% YTD	Outstanding Encumbrance	UnEncumbered Balance	% Variance
<b>BRD. OF ELECTION SECURITY GRANT</b>								
Cash								
2053-0000-11010	BRD. OF ELECTION HAVA	\$43,257.89		\$43,257.89			\$43,257.89	
<b>Total Cash</b>		<b>\$43,257.89</b>		<b>\$43,257.89</b>			<b>\$43,257.89</b>	
<b>Revenue</b>								
<b>RECEIPTS</b>								
2053-0000-43100	BRD OF ELEC SECURITY GRANT	\$0.00	\$0.00	\$0.00	0.00%			
2053-0000-43200	INTEREST	\$294.64	\$0.00	\$10,669.89	19794.65%			
2053-0000-43300	CARLES REVENUE	\$0.00	\$0.00	\$28,534.00	0.00%			
RECEIPTS Total:		\$294.64	\$0.00	\$10,669.89	27333.65%			
<b>Total Revenue</b>		<b>\$294.64</b>	<b>\$0.00</b>	<b>\$10,669.89</b>	<b>27333.65%</b>			
<b>Total Cash and Revenue</b>		<b>\$43,552.53</b>	<b>\$0.00</b>	<b>\$112,858.69</b>	<b>259.37%</b>		<b>\$112,858.69</b>	<b>259.37%</b>
<b>Expenses</b>								
<b>DEPT: 0200</b>								
2053-0200-50040	BRD OF ELEC SECURITY GRANT	\$11,163.84	\$1,095.50	\$22,112.12	61.22%	\$12,317.25	\$4,728.07	73.78%
2053-0200-50050	CARLES EXPENSE	\$249	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%
DEPT: 0200 Total:		\$11,412.84	\$1,095.50	\$22,112.12	61.22%	\$12,317.25	\$4,728.07	73.78%
<b>Total Expenses</b>		<b>\$11,412.84</b>	<b>\$1,095.50</b>	<b>\$22,112.12</b>	<b>61.22%</b>	<b>\$12,317.25</b>	<b>\$4,728.07</b>	<b>73.78%</b>
<b>Fund: 2053 Total</b>		<b>\$34,139.69</b>	<b>(\$1,095.50)</b>	<b>\$90,746.57</b>	<b>26372.92%</b>	<b>\$12,317.25</b>	<b>\$18,429.32</b>	<b>22703.26%</b>

**Subject: Increase PO Funding – Approved – Professional Services**

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

Increase: Commissioners Professional Services (1000-A01A-5-0045) PO # 2152 in the amount of \$250.00.

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

Subject: Decreased PO Funding – Approved – Commissioners Other

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

Decrease: Commissioners Other (1000-A01A-5-0046) PO # 2156 in the amount of \$25,000.00.

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

Subject: Budget Revision – Approved – Inmate Pharmacy

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

Decrease: Commissioners Other (1000-A01A-5-0046) in the amount of \$25,000.00.

Increase: Inmate Pharmacy (1000-A04B-5-0152) in the amount of \$25,000.00.

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

Subject: Increase PO Funding – Approved – Inmate Pharmacy

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

Increase: Inmate Pharmacy (1000-A04B-5-0152) PO # 2157 in the amount of \$10,000.00.

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

Sissy Wiseman

From: Sissy Wiseman  
Sent: Friday, July 31, 2020 9:51 AM  
To: Tina Colwell  
Cc: John Sweeney  
Subject: RE: PO 2157

O.K. I'll present this on Tuesday for approval.  
Sissy Wiseman

From: Tina Colwell [mailto:colwell@madisonsheriff.org]  
Sent: Friday, July 31, 2020 9:47 AM  
To: Sissy Wiseman  
Cc: John Sweeney  
Subject: PO 2157

Sissy,

The po 2157 for jail medical needs to be increased. There is only 9534.61 left on the po and the budget line only has 23754.72. I need to have the budget line increase for the rest of the year an additional 23,000.00 and then have the po increased by 10,000.00. I have an invoice I need to process for 15,750.82 for invoices from March, April, May, June for the pharmacy bills from the jail that we just received. This will leave about 12,000 left for the year.

Thank you,

Tina Colwell  
Administrative Assistant  
Investigations Division  
Madison County Sheriff Office  
London, OH 43240  
740-845-4813 – Office  
colwell@madisonsheriff.org

Subject: Budget Revision – Approved – Public Defender

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

Decrease: Sublease & Rentals Lafayette Street (1000-A15A-5-0512) in the amount of \$15,000.00.

Increase: Public Defender (1000-A15A-5-0508) in the amount of \$15,000.00.

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

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Subject: Transfers – Approved – Juvenile

Mr. Hunter moved per the request of Chris Brown, Juvenile Judge, to approve the transfer requests for the following:

Transfer from: Juvenile Special Projects (2052-Q300-5-0046) in the amount of \$700.00.

Transfer to: General Fund Miscellaneous (1000-0000-4-4200) in the amount of \$700.00.

Transfer from: Juvenile Special Projects (2052-Q300-5-0046) in the amount of \$800.00.

Transfer to: General Fund Miscellaneous (1000-0000-4-4200) in the amount of \$800.00.

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

Subject: Appropriations – Approved – Juvenile

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

Appropriate: Juvenile Advt. Printing (1000-A02C-5-0041) in the amount of \$700.00.

Appropriate: Juvenile Court Other (1000-A02C-5-0046) in the amount of \$800.00.

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

COMMON PLEAS COURT  
PROBATE-JUVENILE DIVISIONS  
MADISON COUNTY COURTHOUSE  
MADISON COUNTY, OHIO  
JUL 30 PM 1:51

CHRISTOPHER J. BROWN, JUDGE

July 29, 2020

Mr. Tony Xenikis  
Mr. Mark Forrest  
Mr. David Hunter  
Board of Commissioners  
Madison County Courthouse  
London, Ohio 43140

Dear Board of Commissioners:

Please authorize the decrease of appropriation in the amount of \$700.00 from the Juvenile Special Projects Fund Account # 2052-Q300-50046 and increase the appropriations in the amount of \$700.00 to the Juvenile Advt. and Printing Account # 1000-A02C-50041.

Please authorize the decrease of appropriations in the amount of \$800.00 from the Juvenile Special Projects Fund Account #2052-Q300-50046 and increase the appropriations in the amount of \$800.00 to the Juvenile Court Other Fund Account #1000-A02C-50046.

The Auditor is hereby ORDERED that any of the transferred money that is not used to be transferred back into the Juvenile Special Projects Fund Account # 2052-Q300-50046 at the end of the year.

In accordance with Juvenile Court Rule 39C the Court finds it necessary to augment the line items listed herein in the Budget for 2020.

  
\_\_\_\_\_  
JUDGE

Subject: Transfer - Approved - Job & Family Services

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

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$15,750.00.

Transfer to: Dept. Family and Children (7048-0000-4-0200) in the amount of \$15,750.00.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$5,000.00.

Transfer to: Dept. Family and Children (7048-0000-4-0300) in the amount of \$5,000.00.

Transfer from: Family Council Contract Services (7040-T890-5-0140) in the amount of \$20,000.00.

Transfer to: Family Services (7049-0000-4-0300) in the amount of \$20,000.00.

Transfer from: Dept. HMG Part C Contract Services (7053-T893-5-0140) in the amount of \$4,284.04.

Transfer to: Dept. HMG GRF Part C (7052-0000-4-0100) in the amount of \$4,284.04.

MADISON COUNTY  
COMMISSIONERS  
2020 AUG -3 PM 3:23

Department: Madison County Dept Family and Children  
Date: 8/4/2020

RESOLUTION RE: TRANSFER OF APPROPRIATIONS AND/OR FUNDS

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

From:	Family Council	7040	Contract Services	7040	T890	0140
To:	Dept. Family and Children	7048	Revenue Account	7048	0000	40200
Pass Through for GFCFOA payment	Amount: \$	15,750.00				
From:	Family Council	7040	Contract Services	7040	T890	0140
To:	Dept. Family and Children	7048	Revenue Account	7048	0000	40300
Amount: \$	5,000.00					
From:	Family Council	7040	Contract Services	7040	T890	0140
To:	Family Services	7049	Revenue Account	7049	0000	40100
Amount: \$	20,000.00					
From:	Dept. HMG Part C	7053	Contract Services	7053	T893	0140
To:	Dept. HMG GRF Part C	7052	Revenue Account	7052	0000	40100
Amount: \$	4,284.04					

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

Total \$ 46,034.04

Roll call vote resulted as follows:

cc: Auditor Tony Xenikis  
 Originator David Hunter  
 Original File # 2020-08-04-001  
 Transfer File #  
 verified by Sherry Baldwin Approved Date: 8/4/2020

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Appropriations are available, and free of prior encumbrances (including blanket purchase orders).

Revised 7/20/2020

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

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Subject: Payment – Approved – Treasurer

Mr. Hunter moved per the request of Donna Landis, Treasurer, to approve the payment in the amount of \$47,873.00 for the Water Treatment Plant Improvement bond payment. \$42,500.00 is to be applied toward the principal and \$5,373.00 is to be applied toward the interest.

*Donna L. Landis* MADISON COUNTY  
MADISON COUNTY TREASURER COMMISSIONERS

Email - treasurer@co.madison.oh.us 2020 AUG -3 11:10:25

P.O. Box 675  
1 North Main Street  
London, Ohio 43140-0675

Phone (740)852-1936  
Toll Free 1-877-454-3309  
Fax (740) 845-1775

August 3rd 2020

Madison County Commissioners  
1 N. Main St.  
London, Ohio 43140

Re: Water Treatment Plant Improvement dated February 12<sup>th</sup> 2019

Dear County Commissioners,

According to an agreement dated February 12<sup>th</sup> 2019 with the Madison County Treasurer, a repayment schedule was set up. On September 1st 2020 your second payment is due in the amount of \$47,873.00. Per your agreement your principal is due in the amount of \$42,500.00 and \$5,373.00 in interest is due.

Your attention to this matter will be appreciated.

Sincerely,

*Jessica Roby*

Jessica Roby, Deputy Treasurer

*OK for Pgs Sec 8-5-2020  
Commissioners Below  
1000 ADA 5.0046  
PO # 156  
Landis # 100900*

*\* Note: This check needs to be picked up \**

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

Subject: Contract – Approved – DJFS

Mr. Hunter moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the contract between Job & Family Services and Madison County Board of DD for the purchase of transportation services for agency clients as submitted in the contract below.

MADISON COUNTY  
COMMUNITY SERVICES

2020-08-03 11:54:52

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

CONTRACT

This contract entered into on April 1, 2020 between the Madison County Department of Job and Family Services ("Agency"), 300 Adams St., Jackson, Ohio 45012 and Madison County Board of DD ("Contractor"), 20010 State, Jackson, Ohio 45012, for the purchase of transportation services for agency clients per attached proposal (see attached #1).

In consideration of the terms and conditions set forth in the proposal and the conditions of this contract, the parties to this contract agree as follows:

Article - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Madison County program. This Contract is not intended to and does not establish a permanent or continuing relationship as those terms are defined in Article 202A 201 in the federal government "Uniform Code".

Article - Scope of Services/Performance

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of the required services, provided the Agency meets the stated objectives from the Contract. The Agency agrees that reimbursement of all contractual 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 be as described in the proposal and all attachments to this contract.

B. Contractor Responsibilities - The Contractor will fulfill all of the required services specified in accordance with this contract.

Article - Billing and Payment

Agency agrees to reimburse the Contractor per invoice billed below:

For hours rate: \$18.00  
For mileage: \$0.33

Contractor shall 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 include all necessary details to include all goods or services provided during the

billing period on the invoice. The Contractor will include in each invoice, if applicable:

- Contractor's name and address on the Contract and address of job
- A routing slip and all applicable purchase order numbers
- Invoice date and year
- The date of the invoice
- The amount of the billing, including any applicable surcharges of labor and/or services provided and the number of hours
- The Contractor's signature
- The vendor contact person (if applicable)

When an invoice is received, Agency will prepare for payment within 30 days of the end of the billing period. In addition, Agency will prepare for payment for any goods or services received prior to this date.

The Agency shall determine at the time of delivery to determine whether a invoice is needed for the goods and services. There will be no retention for the goods and services for which a invoice is needed for the goods and services.

For services provided, the Contractor will be responsible for the cost of this contract. Agency will not be responsible for the cost of the contract. Agency will only pay for those services as described in this contract. It is understood that Agency has no obligation when the Madison County Board of DD is not prepared to pay for the services.

Agency will make payment for all invoices received in accordance with the terms of this contract. Agency will only pay for invoices that are submitted.

Article - Liability of Contractor

Agency agrees that it:

- Has the right to audit the Contractor's records
- Intends to make this Contract for the full period of the term and to have the right to terminate it if it is not in compliance with the terms of the contract
- Will not be held liable for the appropriate use of any money paid during the term of this contract.

However, Contractor understands that it is liable for any and all damages or losses incurred by the Madison County Board of DD, which are not covered by the Contractor's liability insurance. The Madison County Board of DD is not responsible for the Contractor's liability insurance.

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If funds are not appropriated and available for the performance of the goods or services provided by the Contractor, Agency may terminate the goods or services provided by the Contractor at the end of the period for which funds are available. Agency will notify the Contractor at the earliest possible time of any termination or suspension of funds. Agency will not be obligated or liable for any claims for proceeds or for any damages resulting from termination or for this provision.

Article 5 - Duration of contract

A. This Contract will be effective from July 1, 2019, the execution of this Contract, or the earlier date of the availability of funds (whichever is later), through June 30, 2021, unless an extension is made as provided in Article 6 of this contract, or terminated as provided in Article 8 of this Contract.

B. Notwithstanding to a foregoing, this contract is subject to the Agency and Contractor that this contract will not be void and enforceable under the Madison County Public Code pursuant to Section 5103.01 (B), Public 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 any one fiscal year, the amount required to meet the obligation in the fiscal year in which the contract term has been lastly appropriated for a subsequent fiscal year in the necessary process of collection to the extent of an appropriation from non-prior fiscal years.

C. Subject to any extension of this Contract under Article 6, herein, Contractor expressly agrees to not perform work nor submit an invoice for payment for work performed under this Contract prior to the effective date of this Contract or in respect to the termination date of this Contract.

Article 6 - Extension of Contract

The Agency and Contractor agree that an extension of this Contract is in the best interest of all parties. If a verbal 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 agreed by all parties. Extension contingent upon the availability of funds, including compliance with all applicable regulatory 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 regulatory 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 received any legal contact on the part of Contractor, as provided by Contractor or if Contractor is in breach of this Contract, in breach of any statute 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 damages and to mitigate costs, and furnish a report of the cost of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, costs not completed, costs already incurred, and other such matters to Agency as may apply.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation upon submission of proper invoice, for the work performed prior to receipt of the termination notice, 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 shall be liable for application of taxes, and the amounts submitted by the Contractor are not to exceed the total amount of work done stated in this Contract.

E. Upon breach or default of any of the provisions, obligations or duties specified in this Contract, Agency may enforce any available, contractual, equitable, or legal remedies available, without limitation. The award of any monetary remedy or other relief is not a waiver of subsequent remedies, and Agency retains the right to enforce all available legal and equitable remedies.

F. If Agency or Contractor fails to perform any obligation or duty specified in this Contract and thereafter such failure is attributable to the other party, such failure shall be the party's responsibility and shall not be deemed to waive either party's liability. Work by Agency shall continue unless it is terminated 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 file with the notice of termination 30 days before the

At the date of termination, should the Agency wish to terminate this Contract, it may do so without liability on the part of the Contractor.

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

The Agency shall not be liable to make or reimburse the Contractor any further compensation other than the amount of the contract or the Contractor's liability to complete the terms of the Contract, which date shall be the date of termination, unless authorized by request by the Agency. Notwithstanding this above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by violation of any breach of the Contract by the Contractor. The Agency reserves the right to legal, administrative, and contractual remedies for damages sustained by the Agency by violation of any breach of the Contract by the Contractor. The Agency may withhold any compensation to the Contractor until the amount of damages due the Agency from the provider is agreed upon or otherwise ascertained.

Article 9 - Records Availability and Retention

All books, documents, papers, and records which are directly pertain to this Contract, including supporting documentation for invoices submitted to the Agency by the Contractor, shall be made available by Contractor for review by the Agency, the state of Ohio, the State of Ohio, the Ohio Department of Job and Family Services, the Board of State of Ohio, the Ohio Inspector General, and other appropriate law enforcement officials, and agencies of the United States government for the purpose of making audits, investigations, receipts, and receipts.

All records related to costs, work performed and supporting documentation for invoices submitted by Agency by Contractor shall be retained for a minimum of 5 years after the termination of this Contract, or as otherwise provided by any provisions within requirements established by applicable state or federal law. In any litigation, claims, disputes, suits or other action involving the records has started during the expiration of the 5 year period, the records shall be retained until the completion of the action and resolution of all issues that arise from, or until the end of the regular 5 year period, whichever is later.

Article 10 - Confidentiality

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

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

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

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secrets. 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, in fact, is 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, OHIO and the State of Ohio. The terms of this Section will be included in any contracts 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 60 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to comply and comply with 42 USC Sections 1320d through 1320d-3 and the implementing regulations found at 45 C.F.R. Section 164.502 (g) and Section 164.504 (g) 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 provide or give to any agency officer, employee or agent anything of value, including employment or promise of employment

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with the scope of his or her job title. Contractor will not ask an officer, employee or agent of the agency to violate any requirements of the Madison County code of ethics or to engage in any activity that would result in a violation of this requirement.

Contractor agrees that it will refrain from providing or giving to any agency officer, employee, or agent anything of value that is of such a character as to create a substantial and improper influence upon the officer, employee, or agent with respect to the officer, employee, or agent's duties, will not seek any officer, employee, or agent to violate the agency code of ethics or Sections 102.03, 102.04, 102.11 or 102.13, Revised Code, and will not obtain or seek to obtain, whether direct or indirect.

Contractor agrees to certify that it has no conflict of interest with the requirements of sections 102.03, 102.04, 102.11, and 102.13 of the Revised Code and the policies of the Agency code of ethics and applicable to contractors, and that the contractor will comply with the Agency of employment ethics code of interest or potential conflicts of interest below.

Article 11 - Independent Contractor

Contractor agrees to also agree, employment, job structure, or partnership between or with any other person or persons 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 liability along with workers compensation, unemployment compensation, and business premiums which may occur as a result of compensation received for services or deliverables under this Contract.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, provisions of the Internal Revenue Code, Ohio law, and other applicable laws and regulations. Contractor certifies that all applicable licenses, permits, or other qualifications necessary to conduct business have been obtained and are operative. If at any time during the contract 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 - Duration of Relationship/Contractor Roles

A. Contractor agrees to hold Agency, any official or employee of Agency in his or her official capacity, and Madison County harmless in any and all claims for injury

using public facilities in furtherance of the work hereunder. Contractor will not share Agency, any official or employee of Agency in his or her official capacity, and Madison County business from any and all claims for injury resulting therefrom within the term of the contract or for any period thereafter of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions filed upon by Agency in done. Contractor will not permit anyone or claim to be filed or prosecuted against the Agency or Agency on account of a claim, suit, or matter filed with Contractor, his, agents, or relations to make payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claim, lawsuit, or legal action or claims regarding Agency may, but are not limited to, pay or claims to the person making the labor or services and/or goods the amount of the payment against the funds due or to be received by Contractor by reason of this Contract.

B. Contractor agrees to have all deliverables completed a Confidentiality Report, Bureau of Motor Vehicle Report, and other reporting forms not less than once per year. If applicable, the Contractor shall properly notify in writing MADCS when adding or deleting a driver from the program.

C. 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 total compensation received by Contractor, whichever is less, to cover all Agency liability for any contract or non-contract damages, including loss of profits, even if Agency or contractor would have known of the possibility of such damages.

D. Contractor agrees to defend against proceedings brought against Agency, any official or employee of Agency in his or her official capacity, or Madison County on account of any alleged tort, contract or copyright violation 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 proceedings, if any, to Contractor, and opportunity to assist in the defense and all 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, in any litigation or for assistance are furnished by Agency or Contractor's written request. If at Contractor's expense, if any of the materials, reports, or studies provided by Contractor are found to be infringing upon the use or operation thereof by a third party, Contractor agrees to, at his own expense and at his option, either procure the right to publish or receive a 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

Article 10 - Subcontractors

Article 11 - Assignment of Work

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

Contractors must notify Agency within 10 days of when the contractor knows or should have known that a subcontractor is out of compliance or is unable to meet contractor lease requirements. Such failure may, under certain circumstances, constitute a cause for termination of the contract or the subcontractor's involvement in the contract.

Article 12 - Severability

If any provision of this contract, provisions, or conditions shall be found to be unenforceable, void, or unenforceable under the laws of Ohio, the remainder of this contract shall nevertheless remain in full force and effect.

Article 13 - Integration and Modification

This document 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 contracts, representations, or contracts, either written or oral, between the parties to this contract. The parties shall not modify this contract in any manner orally or in writing, and only if it is in writing and signed 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 so held invalid shall nevertheless remain in full force and effect, and the remainder of this contract shall be modified to conform to the intent thereof.

Article 15 - Equal Employment Opportunity

In carrying out the performance of this contract, the Contractor will not discriminate against any employee 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 part 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 employment placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, 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 part 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 11476, entitled (Equal Employment Opportunity), as amended by Executive Order 11875, 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 Opportunity Act, as amended;
- Uniform Relocation Act, as amended;
- Sections 112.11 and 153.59, and Chapter 4112, Revised Code.

Government Forms and Supplies E1906726A

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 74-403, 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-Rickback" 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 509 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 29 CFR Part 98 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 3517.13 (f) and (g), 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 1785, Revised Code, estate, or trust.
- Provider/job-grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the Implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and DHS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to

Prohibition on employment of persons who are ineligible for federal procurement

Article 19 - Compliance Requirements

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

Article 19 - Compliance Requirements

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

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 JOB & FAMILY SERVICES  
*[Signature]*  
Colt Dodge-Dorsey, Director  
7/31/2020  
Date

MADISON COUNTY BOARD OF DD  
*[Signature]*  
Susan Thompson  
7/28/2020  
Date

MADISON COUNTY PROSECUTOR  
Approved as to Form and Legal Sufficiency  
By: *[Signature]*  
For Steva Pronal  
8-3-2020  
Date

BOARD OF MADISON COUNTY COMMISSIONERS  
*[Signature]*  
Commissioner  
*[Signature]*  
Commissioner  
David Hunter - YES NOT PRESENT FOR SIGNATURE  
8-4-20  
Date



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

Government Forms and Supplies #19080786A

Subject: Petition for Annexation – Accepted – West Jefferson

Mr. Hunter moved per the request of Bryan Dhume, Engineer, to accept the expedited type II petition for annexation to the Village of West Jefferson of 5.571 +/- acres more or less from Jefferson Township.

Petition

MADISON COUNTY  
COMMISSIONERS

EXPEDITED TYPE II PETITION FOR ANNEXATION (SECTION 89.01) Pt 2-02  
TO THE VILLAGE OF WEST JEFFERSON OF 5.571 +/- ACRES, MORE OR LESS,  
FROM JEFFERSON TOWNSHIP

TO THE BOARD OF COUNTY COMMISSIONERS  
OF MADISON COUNTY, OHIO

The undersigned, petitioner to the premises, and being THE SOLE OWNER OF REAL ESTATE in the territory described, consisting of 5.571 +/- acres, more or less, with a total length of the annexation perimeter of 4431.53 feet, more or less, in the Township of Jefferson, which area is contiguous along 1921.84 feet, or 43% 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 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 respect of said Petition, the petitioner states that there is within the territory so prayed to be annexed one (1) OWNER OF REAL ESTATE.

Molly R. Givis, whose address is Issue Wilms Distributor & Tester LLC, Two Minerva Plaza, Ste. 700, Columbus, Ohio 43215, is hereby appointed agent for the undersigned Petitioner as required by Section 89.01 of the Revised Code of Ohio. Said agent is hereby authorized to make any amendment or other 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 annexed 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 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
Debsell LLC an Ohio limited liability company	4110 Virginia Terrace Columbus, OH 43228	8-28-2020
By: <i>[Signature]</i> President		

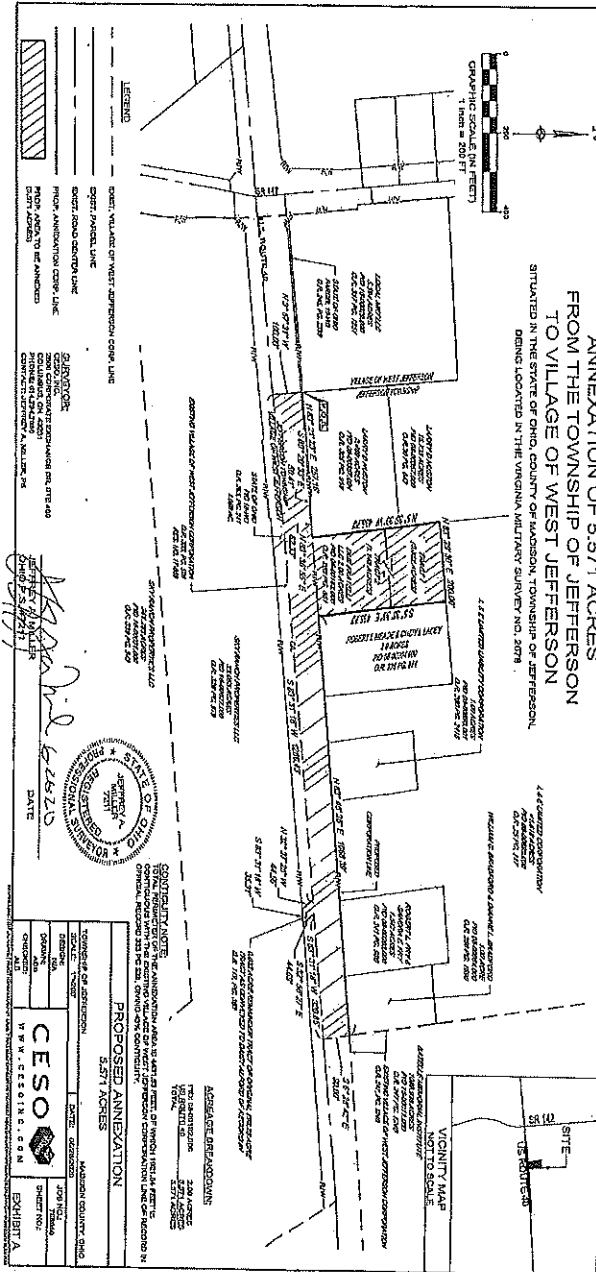
EXHIBITS

- Exhibit A= Legal Description
- Exhibit B= Plat Map
- Exhibit C= Adjacent Parcel Owner List

03-180-1971



Map



B



Property Owners

## EXHIBIT C -- Adjacent Property Owners

Property to be Annexed:  
9450 W. Broad Street  
Galloway, OH 43119


1. Parcel No. 08-00357.004, Broad Street  
Parcel No. 08-00357.000, S.R. 142  
Larry D. Huston  
7990 Morgan Road  
West Jefferson, OH 43162
2. Parcel No. 08-00893.000  
Parcel No. 08-00893.001  
9356 W. Broad Street  
L. & E Limited Corporation  
9125 High Free Pike  
West Jefferson, OH 43162
3. Parcel No. 08-00204.000  
Cindy Lacey & Robert Meade  
9420 W. Broad Street  
Galloway, OH 43119
4. Parcel No. 16-00027.000  
Parcel No. 16-00031.000  
Sky Ranch Properties  
9291 W. Broad Street  
Galloway, OH 43119

4817-1056-1471.1

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

Subject: Resolution – Approved – Job & Family Services

Mr. Hunter moved per the request of Lori Dodge – Dorsey, Job & Family Services Director, to approve the resolution as August 2020 as Child Support Awareness Month.



**Madison**  
County Department of  
Job & Family Services

MADISON COUNTY  
COMMUNITY SERVICES  
200 AUG - 11, 2020

Lori Dodge-Dorsey, Director  
620 Midway Street • London, Ohio 43140  
TEL: 614-852-4770 • FAX: 614-852-4770  
TEL: 614-852-0243 • TTY: 614-852-4770

Children's Services • Child Support • Social Services • Income Maintenance • Workforce Development

RESOLUTION

WHEREAS, to improve the well-being of Ohio's families and to assist them with realizing their greatest successes, children need positive emotional and financial support.

WHEREAS, children rely on both parents to help them grow up safe and healthy as they strive to achieve their full potential.

WHEREAS, Ohio's Child Support Program will continue to reach out and share information by collaborating and building partnerships with people and organizations to support children and strengthen families.

WHEREAS, through the leadership of Madison County Child Support Enforcement Agency, we recognize the importance of educating our parents about the services that are available through Ohio's Child Support Program.

WHEREAS, the theme of this year's Child Support Awareness Month is "Support is Key". We applaud parents who are committed to the success of their children; therefore, during Child Support Awareness Month, we acknowledge and celebrate parents who provide positive emotional and financial foundations for their children.

NOW, THEREFORE, WE, Mark Forrest, David Hunter, and Tony Xenikis Commissioners of Madison County, Ohio, do hereby designate, in conjunction with the State of Ohio,

AUGUST 2020  
CHILD SUPPORT  
AWARENESS MONTH

"Love and Support Complete the Child"

*Mark Forrest*  
Mark Forrest

*David Hunter*  
David Hunter  
NOT PRESENT FOR SIGNATURE

*Tony Xenikis*  
Tony Xenikis  
NOT PRESENT FOR SIGNATURE

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

Subject: Resolution – Approved – 2021 Dog Tags

Mr. Hunter moved to approve the resolution for the 2021 dog tags.

The 2021 dog tags are as follows:

Pursuant to ORC 955.14 the Commissioners moved to approve that the 2021 registration for the dog tag fees are to remain the same as price for the annual, three year, and the life time dog licenses.

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

*Mark Forrest*  
Mark Forrest

*Tony Xenikis*  
Dr. Xenikis

NOT PRESENT FOR  
David Hunter SIGNATURE

ATTEST: *Katie Warner*