Subject: Bills – Approved – Madison County

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

Subject: Budget Revision – Approved – Auditor

Mr. Forrest moved per the request of Jennifer Hunter, Auditor, to approve the budget revision for the following:

Decrease: Auditor Health Insurance (1000-A01B-5-0100) in the amount of $1,310.00.

Increase: Auditor Travel (1000-A01B-5-0040) in the amount of $300.00.
Increase: Auditor PERS (1000-A01B-5-0042) in the amount of $1,000.00.
Increase: Auditor Life Insurance (1000-A01B-5-0103) in the amount of $10.00.

Jennifer S. Hunter CPA
Madison County Auditor

1 North Main Street
PO Box 47
London, OH 43140-0047
Telephone: (740) 852-9717
Fax: (740) 852-5752
Email: auditor@co.madison.oh.us

October 27, 2022

Commissioners:

Please transfer appropriations between the following expenditure lines:

1000-A01B-50040	Auditor Travel	$ 300.00
1000-A01B-50042	Auditor PERS	$ 1000.00
1000-A01B-50103	Auditor Life Insurance	$ 10.00
1000-A01B-50100	Auditor Health Insurance	($ 1310.00)

Thank you for your assistance.

Jennifer Hunter

2022 OCT 27 PM 12:08

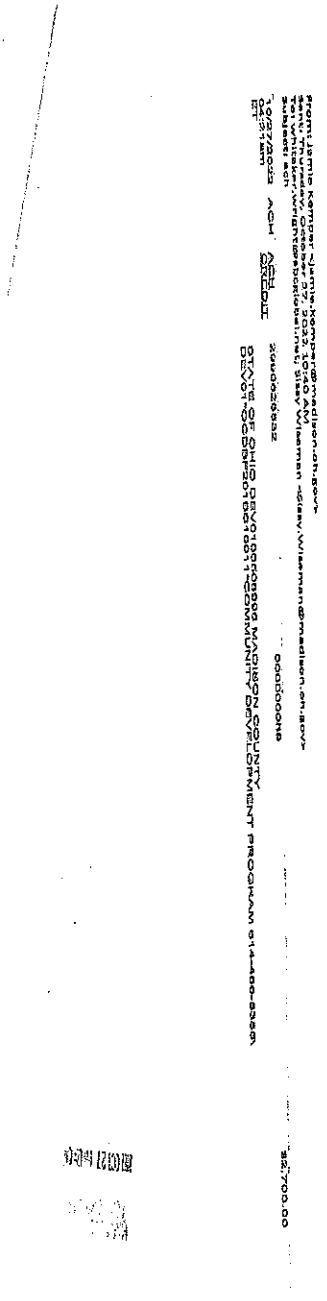
Website: co.madison.oh.us/auditor

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

Subject: Appropriation – Approved – CDBG

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the appropriation for the following:

Appropriate: (2059-T200-5-0805) in the amount of $2,700.00.



Sissy Wiseman

From: Sissy Wiseman
Sent: Thursday, October 27, 2022 11:53 AM
To: whitaker wright
Subject: RE: ach

Thanks.
Sissy Wiseman

From: whitaker wright <whitaker.wright@sbcglobal.net>
Sent: Thursday, October 27, 2022 11:52 AM
To: Sissy Wiseman <Sissy.Wiseman@madison.oh.gov>
Subject: Re: ach

Ironic is right! Here are the numbers:

Madison County CDBG
Allocation Program

Revenue 2059-0000-40120
Expense 2059-T200-50805

Whitaker

Whitaker W. Wright, Senior Planner
CDC of Ohio, Inc.
Community Development Consultants of Ohio
1916 S. High Street | P.O. Box 06247 | Columbus, Ohio 43206-0247
P. (614) 445-8373 | F. (614) 445-8431 | E. cdcofohio@sbcglobal.net

On Thursday, October 27, 2022 at 11:25:18 AM EDT, Sissy Wiseman <sissy.wiseman@madison.oh.gov> wrote:

How ironic. Can you provide the revenue and expense account numbers for this drawdown?

Thanks,

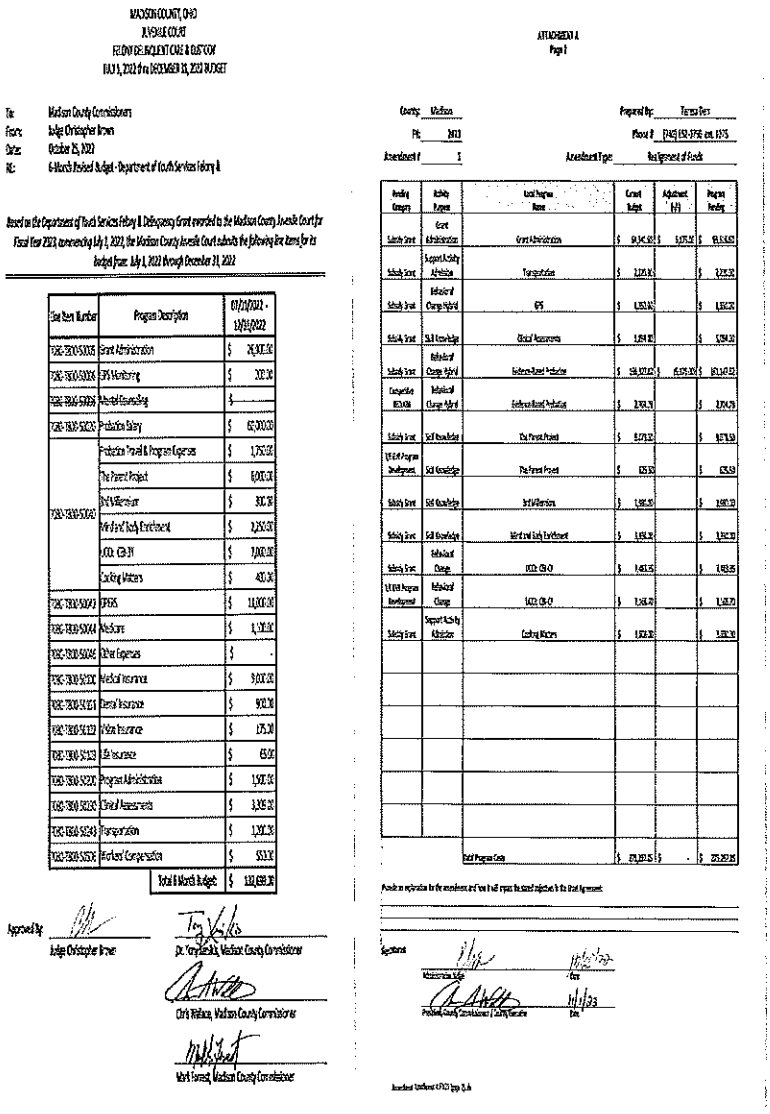
Sissy Wiseman

From: Jamie Kemper <jamie.kemper@madison.oh.gov>
Sent: Thursday, October 27, 2022 10:40 AM
To: whitaker.wright@sbcglobal.net; Sissy Wiseman <Sissy.Wiseman@madison.oh.gov>
Subject: ach

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

Subject: Grant Funding Budget – Approved – Juvenile

Mr. Forrest moved per the request of Chris Brown, Juvenile Judge, to approve the six month revised Grant Funding Budget for the Department of Youth Services Felony and Delinquency Grant.



MADISON COUNTY, OHIO
JUVENILE COURT
FELONY DELINQUENT CARE & CUSTODY
JULY 1, 2022 thru DECEMBER 31, 2022 BUDGET

ATTACHMENT A
Page 1

To: Madison County Commissioners
From: Judge Christopher Brown
Date: October 25, 2022
RE: 6-Month Revised Budget - Department of Youth Services Felony &

County: Madison
FY: 2023
Amendment #: 1
Prepared By: Teresa Dyer
Phone # (740) 852-1956 ext. 1375
Amendment Type: Realignment of Funds

Based on the Department of Youth Services Felony & Delinquency Grant awarded to the Madison County Juvenile Court for Fiscal Year 2023, commencing July 1, 2022, the Madison County Juvenile Court submits the following line items for its budget year: July 1, 2022 through December 31, 2022

Line Item Number	Program Description	07/01/2022 - 12/31/2022
7300-7800-50-1005	Grant Administration	$ 20,301.00
7300-7800-50-1006	GPS Monitoring	$ 200.00
7300-7800-50-1008	Remote Home Arrest	$ -
7300-7800-50-1009	Probation Salary	$ 65,000.00
7300-7800-50-1010	Probation Payroll & Program Expenses	$ 1,750.00
	The Parent Project	$ 6,000.00
	DNA Collection	$ 300.00
	Work and Study Enrollment	$ 2,250.00
	ODC CBI-O	$ 7,000.00
	Coaching Matters	$ 400.00
7300-7800-50-1013	GPMS	$ 11,000.00
7300-7800-50-1014	Medicare	$ 1,100.00
7300-7800-50-1015	Other Expenses	$ -
7300-7800-50-1016	Medical Insurance	$ 9,000.00
7300-7800-50-1017	Dental Insurance	$ 900.00
7300-7800-50-1018	Vision Insurance	$ 175.00
7300-7800-50-1019	Life Insurance	$ 65.00
7300-7800-50-1020	Program Administration	$ 1,500.00
7300-7800-50-1021	Clinical Assessments	$ 3,000.00
7300-7800-50-1041	Transportation	$ 1,200.00
7300-7800-50-1050	Workers' Compensation	$ 550.00
	Total 6 Month Budget	$ 132,690.00

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Grant Administration	Grant Administration	$ 20,301.00	$ 1,375.00	$ 21,676.00
Subsidy Grant	Support Activity Administration	Transportation	$ 1,200.00		$ 1,200.00
Subsidy Grant	Reduction of Change Hybrid	GPS	$ 1,000.00		$ 1,000.00
Subsidy Grant	Skill Development	Clinical Assessments	$ 3,000.00		$ 3,000.00
Subsidy Grant	Reduction of Change Hybrid	Evidence-Based Probation	$ 58,107.00	$ (1,375.00)	$ 56,732.00
Competitive RECLAIM	Reduction of Change Hybrid	Evidence-Based Probation	$ 2,700.00		$ 2,700.00
Subsidy Grant	Skill Development	The Parent Project	$ 6,000.00		$ 6,000.00
RECLAIM Program Development	Skill Development	The Parent Project	$ 300.00		$ 300.00
Subsidy Grant	Skill Development	Art Therapy	$ 1,000.00		$ 1,000.00
Subsidy Grant	Skill Development	Work and Study Enrollment	$ 2,250.00		$ 2,250.00
Subsidy Grant	Reduction of Change	ODC CBI-O	$ 7,000.00		$ 7,000.00
RECLAIM Program Development	Reduction of Change	ODC CBI-O	$ 1,000.00		$ 1,000.00
Subsidy Grant	Support Activity Administration	Coaching Matters	$ 400.00		$ 400.00
		Total Program Costs	$ 132,690.00	$ -	$ 132,690.00

Provide an explanation for the amendment if you had to request adjustment to the Initial Agreement

Approved by:
Judge Christopher Brown

Dr. Xenikis, Madison County Commissioner

Chris Wallace, Madison County Commissioner

Mark Forrest, Madison County Commissioner

Agreement:
Administrative Judge — Date

Probation/County Commissioner / Authority Executive — Date

Amendment Worksheet 4/7/2021 Page 2 of 2

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

Subject: Decrease PO Funding – Approved – Juvenile Detention Center

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

Decrease: Juvenile Detention Center (1000-A04B-5-0150) PO # 2951 in the amount of $60,000.00.

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

Subject: Budget Revision – Approved – Public Defender

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

Decease: Juvenile Detention Center (1000-A04B-5-0150) in the amount of $40,000.00.

Increase: Public Defender (1000-A15A-5-0508) in the amount of $40,000.00.

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

Subject: Budget Revision – Approved – Courthouse Repairs

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

Decrease: Juvenile Detention Center (1000-A04B-5-0150) in the amount of $20,000.00.

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

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

Subject: Increase PO Funding – Approved – Courthouse Repairs

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

Increase: Courthouse Repairs (1000-A04B-5-0050) PO # 2877 in the amount of $10,000.00.

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

Subject: Proposal for ADA Assessments – Approved – Schorr Architects

Mr. Forrest moved to approve the proposal from Schorr Architects, Inc., in the amount of $37,000.00 for Phase One – Assessment Services to provide professional services for the preparation of Americans with Disability Act Assessments.

schorr architects inc.
711 Madeira Avenue
Dublin, Ohio 43017
p 614.228.2750 | f 614.228.2757
www.schorrarchitects.com

October 28, 2022

Mr. Rob Sharp, NCMA-CM, MSA
Madison County Administrator
1 North Main Street
London, Ohio 43140

Re: ADA Assessments
Miscellaneous County Offices

Dear Rob,

Schorr Architects, Inc. is pleased to submit for your consideration our proposal to provide professional services for the preparation of Americans with Disabilities Act Assessments for the above referenced project.

Based upon preliminary scope review, we understand the size and scope of the project for the following locations:

Madison County Airport
1281 US Rt. 40
London, Ohio 43140

Madison County Board of Elections
1421 State Route 38
London, Ohio 43140

Madison County Courthouse
1 North Main Street
London, Ohio 43140

Madison County Department of Developmental Disabilities
500 Elm Street
London, Ohio 43140

Madison County EMA
221 Elm Street
London, Ohio 43140

Madison County Engineer's Department
825 US Rt. 42 NE
London, Ohio 43140

Madison County Job & Family Services
200 Midway Street
London, Ohio 43140

Madison County Municipal Court
55 N Oak Street
London, Ohio 43140

Madison County Prosecutor's
59 North Main Street
London, Ohio 43140

Madison County Public Health
306 Lafayette Street
London, Ohio 43140

Madison County Sanitary Sewer & Water
1860 Old Columbus Road
London, Ohio 43140

Madison County Sheriff's Office (Court Services)
Same location as Courthouse
1 North Main Street
London, Ohio 43140

Madison County Sheriff's Office
(Law Enforcement and Communication Division)
222 Garfield Ave.
London, Ohio 43140

Madison County Title Office
13 North Oak Street
London, Ohio 43140

Phase One – Assessment Services
We will provide the following services for a lump sum fee of..... $37,000.00.

1. Assist with the project's initial overall goals and intentions associated with what the County would like to achieve with this project.

2. Attend meetings with County staff to obtain building/site information and discuss current conditions as they relate to ADA.
3. Provide non-evasive facility and site assessment including all architectural and site components for ADA.
4. Prepare assessment and master planning report indicating findings and recommendations.
5. Prepare estimates of proposed improvements.
6. Assist in the prioritization of proposed improvements.
7. Attend meetings with County District Administration to review assessment report.

Based upon the Madison County Auditors website for the properties listed above, are have estimated this assessment to cover over 330,000 square feet. It will take our office approximately 14 weeks to complete our services.

We appreciate the opportunity to serve as your design professional for this project. If you have any questions regarding the above information, please contact our office.

Regards

Schorr Architects, Inc.

Larry Rancour

Larry Rancour, VP
Senior Project Manager

Accepted for Madison County, OH Date

P:\2016.01\ADMIN

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.
Note – This is for Rob Slane, County Administrator, to sign.

Subject: Roadway Use and Maintenance Agreement (RUMA) – Approved – Engineer

Mr. Forrest moved per the request of Bryan Dhume, Engineer, to approve the RUMA between the Board of Madison County Commissioners and Union County Board of Commissioners, and Madison County Solar Fields Project LLC.

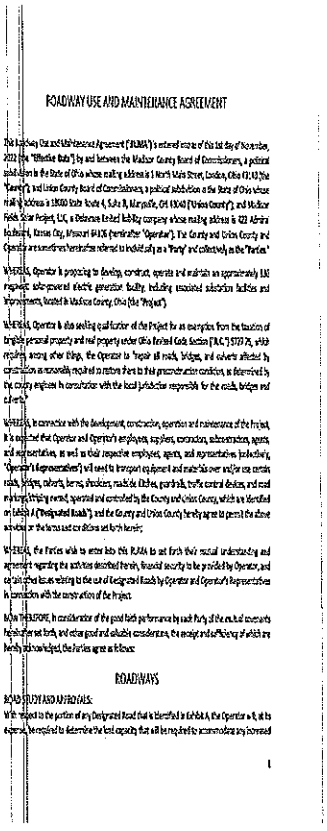
Whereas, Operator is proposing to develop, construct, operate and maintain an approximately 180 megawatt solar – powered electric generation facility including associated substation facilities and improvements located in Madison County, Ohio (the "Project")

Whereas, Operator is also seeking qualification of the Project for an exemption from the taxation of tangible personal property and real property under Ohio Revised Code Section ("R.C.") 5727.75, which requires, among other things, the Operator to "repair all roads, bridges, and culverts affected by construction as reasonably required to restore them to their preconstruction condition, as determined by the county engineer in consultation with the local jurisdiction responsible for the roads, bridges and culverts."

Whereas, in connection with the development, construction, operation and maintenance of the Project, it is expected that Operator and Operator's employees, suppliers, contractors, subcontractors, agents, and representatives, as well as their respective employees, agents, and representatives (collectively, "Operator's Representatives") will need to transport equipment and materials over and/or use certain roads, bridges, culverts, berms, shoulders, roadside ditches, guardrails, traffic control devices, and road markings/striping owned, operated and controlled by the County and Union County, which are identified on Exhibit A ("Designated Roads"), and the County and Union County hereby agree to permit the above activities on the terms and conditions set forth herein;

Whereas, the Parties wish to enter into this RUMA to set forth their mutual understanding and agreement regarding the activities described herein, financial security to be provided by Operator, and certain other issues relating to the use of Designated Roads by Operator and Operator's Representatives in connection with the construction of the Project.

Now Therefore, in consideration of the good faith performance by each Party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows (see information below)



ROADWAY USE AND MAINTENANCE AGREEMENT

This Roadway Use and Maintenance Agreement ("RUMA") is entered into as of this 1st day of November, 2022 (the "Effective Date") by and between the Madison County Board of Commissioners, a political subdivision in the State of Ohio whose mailing address is 1 North Main Street, London, Ohio 43140 (the "County"), and Union County Board of Commissioners, a political subdivision in the State of Ohio whose mailing address is 18000 State Route 4, Suite B, Marysville, OH 43040 (Union County"), and Madison Fields Solar Project, LLC, a Delaware limited liability company whose mailing address is 423 Abrams Parkway, Kansas City, Missouri 64126 (hereinafter "Operator"). The County and Union County and Operator are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Operator is proposing to develop, construct, operate and maintain an approximately 180 megawatt solar-powered electric generation facility, including associated substation facilities and improvements, located in Madison County, Ohio (the "Project");

WHEREAS, Operator is also seeking qualification of the Project for an exemption from the taxation of tangible personal property and real property under Ohio Revised Code Section ("R.C.") 5727.75, which requires, among other things, the Operator to "repair all roads, bridges, and culverts affected by construction as reasonably required to restore them to their preconstruction condition, as determined by the county engineer in consultation with the local jurisdiction responsible for the roads, bridges and culverts";

WHEREAS, in connection with the development, construction, operation and maintenance of the Project, it is expected that Operator and Operator's employees, suppliers, contractors, subcontractors, agents, and representatives, as well as their respective employees, agents, and representatives (collectively, "Operator's Representatives") will need to transport equipment and materials over and/or use certain roads, bridges, culverts, berms, shoulders, roadside ditches, guardrails, traffic control devices, and road markings/striping owned, operated and controlled by the County and Union County, which are identified on Exhibit A ("Designated Roads"), and the County and Union County hereby agree to permit the above activities on the terms and conditions set forth herein;

WHEREAS, the Parties wish to enter into this RUMA to set forth their mutual understanding and agreement regarding the activities described herein, financial security to be provided by Operator, and certain other issues relating to the use of Designated Roads by Operator and Operator's Representatives in connection with the construction of the Project.

NOW THEREFORE, in consideration of the good faith performance by each Party of the mutual covenants hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ROADWAYS

ROAD STUDY AND AFFIDAVITS:

With respect to the portion of any Designated Road that is identified in Exhibit A, the Operator will, at its expense, be required to determine the load capacity that will be required to accommodate any increased

1

traffic for the Project. Operator will then be required to core the existing pavement at reasonable intervals determined by the County Engineer and determine the existing load capacity; provided, however, that if any other project has previously performed geotechnical investigations of the same Designated Road that meet the requirements of this Agreement, the Operator shall be entitled to rely on such information and shall not be required to independently perform a new investigation.

If the existing load capacity is less than Ninety Percent (90%) of the needed load capacity, the Operator must determine appropriate mitigations to be carried out prior to the use of that portion of the Designated Road for the construction of the Project. If the existing load capacity is greater than or equal to Ninety Percent (90%) of the needed load capacity, then no mitigation is necessary.

All calculations and data'gre required as a part of this RUMA shall be stamped by a professional engineer licensed in the State of Ohio. Additionally, the Operator shall hire an independent third-party pre-construction camera crew and videographer and will create a detailed video record and textual narrative of the pre-existing condition of such Designated Road (the "Road Condition Report"). The Operator shall deliver the Road Condition Report to the County Engineer prior to the earlier of (i) Operator commencement of any improvement to such Designated Road or (ii) any use of such Designated Road for the operation of a motor vehicle or other equipment weighing more than ten (10) tons. The County Engineer or their designee may participate reasonably in production of the Road Condition Report; provided, that such participation shall not unreasonably delay the production of the Road Condition Report. The County Engineer shall have ten (10) business days after delivery to review the Road Condition Report. The County Engineer shall be deemed to have accepted the Road Condition Report except to the extent that, and only with respect to specifically stated objections on particular Designated Roads as to which, the County Engineer reasonably determines that the Road Condition Report is not a complete and accurate depiction of the pre-existing condition of the Designated Roads. If the County Engineer makes such a determination, the County Engineer shall, within such ten (10) business day period, provide in writing the specific objections to portions of the Road Condition Report detailing such determination, whereupon the Operator may provide reasonable further documentation of the condition of the Designated Roads. If the Operator disagrees with the County Engineer's determination, the County Engineer and Operator shall promptly meet to confer and attempt to reach agreement; provided further, that failure of the Operator and the County Engineer to reach agreement with respect to the condition of the portion of the Designated Roads to which the County Engineer has specifically objected shall not prevent the Operator from using other Designated Roads or portions thereof for which the Road Condition Report has been accepted by the County Engineer or delay the County Engineer's granting of any further permits, authorizations, or consents, except to the extent that construction of the Project would produce an immediate, material and adverse effect on any portions of the Designated Roads for which the Road Condition Report has not been accepted by the County Engineer.

If the County Engineer does not give written notice of any objection to the completeness and accuracy of the Road Condition Report within ten (10) business days, the Road Condition Report shall be deemed accepted by the County Engineer. For the sake of clarity, no approval of the County or the County Engineer or Union County other than any approval required under this paragraph is necessary prior to use of any such Designated Road by Operator or Operator's Representatives. Any new segments of county roads or township roads, or new bridges, to be included as part of this RUMA after the Effective Date shall be approved by the County Engineer (which approval shall not be unreasonably withheld, conditioned, or delayed) and incorporated into this RUMA as an amended Exhibit A.

2

ROAD USE:

In connection with the development, construction, operation, and maintenance of the Project, Ohio County and the County hereby acknowledge and agree that Operator and Operator's Representatives may use the Designated Roads in any lawful manner, 24 hours a day, 365 days a year, including on the Effective Date. Notwithstanding the foregoing, Operator will endeavor, to the extent practical, to use the Designated Roads in a manner and at times to minimize the interruption and inconvenience of the traveling public.

PRE-CONSTRUCTION PROCEDURES:

If the County Engineer and Operator mutually determine that any modifications and/or improvements are reasonably necessary to accommodate the transport of Wind Equipment, materials, and/or Multiple Lifts, Operator agrees to submit to the applicable Engineering Drawings to the County Engineer for review and approval prior to commencement of the modifications and improvements, which approval shall not be unreasonably withheld, conditioned or delayed. Once County and the County consents to all such modifications and improvements approved by the County Engineer.

POSTED ROAD LOAD AND SPEED LIMITS:

Pursuant to R.C. 5577.03 and 5577.04, Ohio County and the County may restrict the maximum weight of vehicles and loads, and the maximum speed, on Designated Roads. Nothing in this ROAMA relieves Operator or Operator's Representatives from adhering to such vehicular designations.

EXISTING ROAD CONDITIONS:

In the event it is established by the County Engineer through completion of the Road Condition Reports and Pre-Construction Condition that Operator or Operator's Representatives directly caused any damage to the Designated Roads during the hauling of materials or equipment to the Project site, Operator shall repair or cause to be repaired such damage so that the Designated Roads are in as close as reasonably practicable to the condition of the relevant Road(s) prior to such damage occurring.

The County Engineer may request that Operator engage a third-party inspector to inspect the Designated Roads if the County Engineer is aware that more than twenty-five months during the eighteen-month construction window may transport the last portion of the Wind Equipment, Multiple Lifts, and/or Heavy Loads to the Project site. Damage caused by Project construction Roads' work by Operator shall be completed based upon standards set forth in the Ohio Department of Transportation's Road Construction and Materials specifications. Operator shall promptly notify the County Engineer of any road or bridge emergency conditions caused by Operator or its contractors, to the extent such hazardous road or bridge condition directly arises out of Operator's use thereof and is not corrected by Operator within a reasonable time after the discovery of such hazardous road or bridge condition, the County Engineer may cause emergency road or bridge repairs to be performed ("Emergency Repairs") and Operator shall promptly reimburse County and/or Ohio County for the reasonable repair costs incurred by the County and/or Ohio County for such Emergency Repairs upon receipt of documentation of such expenses. Following completion of any such repairs, the County Engineer and Operator shall jointly inspect the repairs to confirm that they have completed to the reasonable satisfaction of the County Engineer. The County and Operator shall each bear half of Operator's cost responsible for any damage to any of the Designated Roads that is not caused by Operator or Operator's Representatives.

COMPLETION OF THE PROJECT:

After completion of construction of the Project, the County Engineer will inspect the Designated Roads for damage caused by Operator within thirty (30) days of receiving notice of completion of the Project from the Operator. The County Engineer will provide a good faith list of damages, if any, caused by Operator or Operator's Representatives, and Operator shall make the necessary repairs based on applicable standards set forth in the Ohio Department of Transportation's Road Construction and Materials specifications. Necessary repairs will result in the Designated Roads' return, as close as reasonably practicable, to the condition that existed prior to Operator's use under this ROAMA, normal wear and tear excepted; provided, however, Operator shall not be required to reconstruct or overlay roads as part of the ROAMA.

Operator shall provide written notice to the County Engineer that any necessary repair work has been completed. Upon receipt of the repair completion notice, the County Engineer will have thirty (30) days to accept or reject the above-listed repairs upon applicable engineering standards. If the County Engineer tenders a rejection notice, Operator and promptly make the necessary repairs identified in the rejection notice, or to the extent Operator disagrees as to the need for additional repairs, provide a written explanation as to why such repairs are not necessary. If no repairs are required, following the completion and completion of any additional repairs and the County Engineer's acceptance of the repairs, any Party may terminate this Agreement by providing written notice of such termination to the other Parties.

If the Parties are unable to resolve any dispute regarding Road Repairs, the Parties will cooperate in good faith to (i) agree upon a third-party professional engineer (the "Engineer") reasonably acceptable to the Parties, who is registered as a professional engineer in the State of Ohio and has knowledge and experience in county road design and maintenance, (ii) provide Road Condition Report and the Pre-Construction Condition documentation to the Engineer, and (iii) promptly schedule and conduct an on-site inspection with the Engineer. In the event the Parties are unable to agree upon a third-party engineer, the County Engineer and Operator shall each select a third-party professional engineer and those engineers will agree on a third engineer to serve as the Engineer. Based on the on-site inspection and review of Road Condition Reports, the Pre-Construction Condition documentation, the Engineer shall establish whether and what specific actions must be taken by Operator for Road Repairs.

BASIC TERMS OF ROAD USE

OBEY ALL TRAFFIC LAWS:

All vehicles driven by Operator or Operator's Representatives shall: (i) abide by applicable speed limits as posted, or if not posted, as otherwise applicable, and (ii) comply with all reasonable requests of the County Engineer to take necessary precautions to timely remove dirt, mud, dust, and debris carried onto the Designated Roads by trucks and trailers hauling materials to/from the Project.

SIGNAGE:

During construction of the Project, Operator or Operator's Representatives shall be responsible for placing and maintaining signage on the Designated Roads in compliance with applicable provisions of the Ohio Manual of Uniform Traffic Control Devices.

If the County draws upon the Performance Bond, the County shall provide a full accounting of the amount of the draw(s) and the cost of repairs to Operator.

GENERAL PROVISIONS

RECITALS:
The above Recitals are hereby incorporated into this RUMA in full and form and integral part hereof.

DEFAULT:
Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this RUMA by any Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and a 30-day cure period has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to file a breach of contract claim, an action for declaratory relief, and/or to seek specific performance, mandamus and/or injunctive relief. Notwithstanding the foregoing, the County may, without notice, take remedial action if immediate hazards exist and the Operator is unable to or fails to take immediate action to make the Designated Roads safe for the motoring public through Emergency Repairs and any costs reasonably incurred by the County or Union County in such a circumstance shall be reimbursed to the County or Union County pursuant to the Damages and Repairs section above.

INDEMNITY AND HOLD HARMLESS:
Operator shall indemnify, defend, and hold the County and Union County as well as their officials, officers, and employees harmless from any and all losses, claims, costs, expenses, judgments, suits, actions, proceedings, and damages, including reasonable attorneys' fees (collectively, "Claims") involving personal injury, death or damage to property and arising out of the performance or non-performance of the terms of this RUMA by Operator, except this indemnity provision shall not apply to the extent such Claims arise from or relate to the negligence or intentional misconduct of the County, Union County and their respective officials, officers, employees, and/or agents.

ASSIGNMENT:
This RUMA may not be assigned without the written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Operator may assign all or any portion of its rights under this RUMA to any lender, mortgagee, investor, parent-subsidiary, purchaser of all or substantially all of the assets of the Project or other affiliated entity, all of which may be done without obtaining the consent of the other signatories to this RUMA.

GOVERNING LAW-STATE OF OHIO:
This RUMA shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions in such state. A federal or state court in Ohio having jurisdiction in Madison County, Ohio shall decide any disputes arising under this RUMA.

PREVAILING WAGE:
As it relates to any road repair work completed under this RUMA, Operator is required to comply with Ohio's prevailing wage requirements as applicable under Ohio law; however, the County shall be solely responsible for providing the prevailing wage coordinator.

[illegible]

[illegible]

[illegible]

By: Anthony Jenkins

Name: Tony Jenkins

Date: 11.1.2022

APPROVED AS TO FORM

MADISON COUNTY PROSECUTOR

By:

Name: Nick Adkins

Date: 11/1/22

UNION COUNTY BOARD OF COMMISSIONERS

By:

Name:

Date:

By:

Name:

Date:

By:

Name:

Date:

APPROVED AS TO FORM

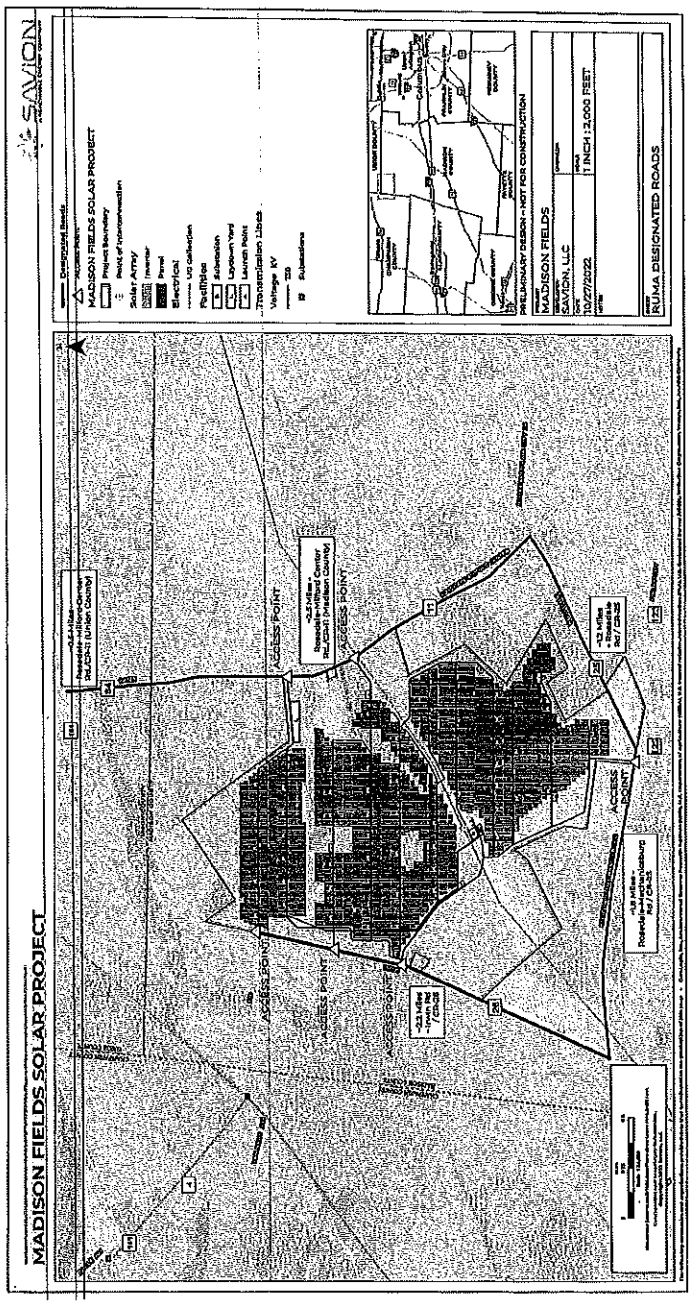
UNION COUNTY PROSECUTOR

By: _____

Name: _____

Date: _____

EXHIBIT A – DESIGNATED ROADS



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

Subject: Amendment to Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the Amendment #3 Contract for the 2022 -2023 Purchase of Services Agreement between Madison County Department of Job & Family Services and Madison County Board of DD entered into on July 1, 2021 clarifies the process for vehicle repairs under the Prevention Retention Contingency (PRC) program for the following below:

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

knowledge, this determination shall be communicated to MCDJFS so that a decision can be made by the MCBDD customer and the PRC worker as to the utilization of PRC funds.

Once the estimate is returned to MCDJFS, the PRC worker shall reach out to the MCBDD customer and advise them of the amount and what repairs can be made, so that the MCBDD customer can make the decision about the use of their PRC funds for the repairs. After the circumstances are reviewed with the MCBDD customer, the PRC worker shall communicate the decision for approval or denial to MCBDD within 3 business days so that repairs can be completed, if applicable.

Once a repair has been completed, MCBDD will email the bill for payment to melissa.crew@jfs.ohio.gov and jonica.perkins@jfs.ohio.gov within 10 business days of the repair completion to ensure timely processing, and to provide notification to MCBDD customers of the amount of PRC funds used.

[Signature Page Follows]

SIGNATURES:

Parties have executed this agreement amendment as of the date of the signature of the director of Madison County Department of Job and Family Services and Madison County Board of DD.

Madison County Board of DD

Signature 9/9/2022 Date

Susan Thompson

Print Name

Madison County Department of Job and Family Services

Signature 10/3/22 Date

Robin Bruno

Print Name

MADISON COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

By: For Nicholas Adkins

10/6/22
Date

BOARD OF MADISON COUNTY COMMISSIONERS

Commissioner

Commissioner

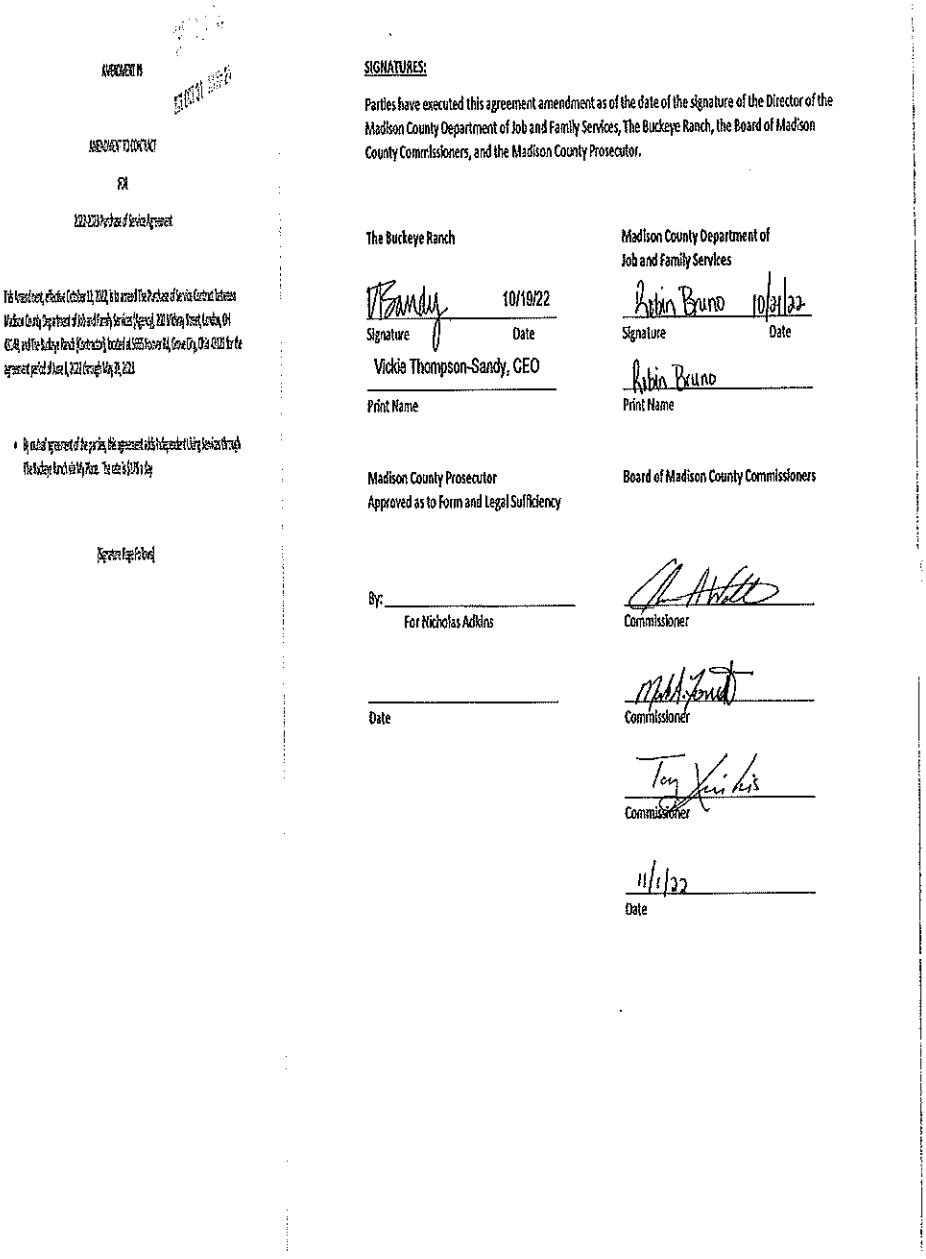
Commissioner

11/1/22
Date

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

Subject: Amendment to Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the Amendment # 9 Contract for the 2022 – 2023 Purchase of Service Agreement between Madison County Department of Job & Family Services and The Buckeye Ranch (Contractor) for the mutual agreement of services in accordance with the parties adds Independent Living Services through The Buckeye Ranch via My Place. The rate is $175.00 a day. This agreement was entered in on June 1, 2022 through May 31, 2023.



AMENDMENT #9

AMENDMENT TO CONTRACT

FOR

2022-2023 Purchase of Service Agreement

This Amendment, effective October 11, 2022, is to amend The Purchase of Service Contract between Madison County Department of Job and Family Services (Agency), 200 Virginia Street, London, OH 43140, and The Buckeye Ranch (Contractor), located at 5200 Norton Rd, Grove City, OH 43123 for the agreement period of June 1, 2022 through May 31, 2023.

- No material agreement of the parties, this agreement with the original Purchase of Service Contract between the Agency and the Contractor for My Place. The rate is $175.00 a day.

[Signature Page Follows]

SIGNATURES:

Parties have executed this agreement amendment as of the date of the signature of the Director of the Madison County Department of Job and Family Services, The Buckeye Ranch, the Board of Madison County Commissioners, and the Madison County Prosecutor.

The Buckeye Ranch

10/19/22
Signature Date

Vickie Thompson-Sandy, CEO
Print Name

Madison County Department of Job and Family Services

Robin Bruno 10/31/22
Signature Date

Robin Bruno
Print Name

Madison County Prosecutor
Approved as to Form and Legal Sufficiency

By: _____
For Nicholas Adkins

_____
Date

Board of Madison County Commissioners

_____
Commissioner

_____
Commissioner

_____
Commissioner

11/1/22
Date

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

Subject: Contract – Approved – Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the contract entered into on September 30, 2022 between Madison County Department of Job & Family Services and Long Mechanical for the purchase of required services or products that are in accordance with the contract but are not limited to:

Plumbing Repairs at Agency
Work performed during regular company hours and within 24 hours of received request for appointment.

MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
CONTRACT

This contract is entered into on September 30, 2022 between the Madison County Department of Job and Family Services ("Agency"), 200 W Main St, London, OH 43140 and LONG MECHANICAL, 10695 MOGA TOOPS RD., MT STERLING, OH 43143, for the purchase of required services or products that are in accordance with the contract, which include but are not limited to:

- PLUMBING REPAIRS AT AGENCY
- WORK PERFORMED DURING REGULAR COMPANY HOURS AND WITHIN 24 HOURS OF RECEIVED REQUEST FOR APPOINTMENT.

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

Article 1 - Purpose

The purpose of this Contract is for the procurement of goods or services for use by the Madison County Department of Job and Family Services in the administration of the Children Services program. This Contract is not intended to and does not establish a sub-recipient or sub-grantee relationship as those terms are defined in either 2 CFR 200 or in the federal grants management "common rule".

Article 2 - Scope of Services/Deliverables

A. Agency Responsibilities - Agency agrees to pay Contractor upon satisfactory completion of requested services, provided the Agency receives sufficient allocations from the 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 the required services or products in accordance with the agreement.

Article 3 - Billing and Payment

Agency agrees to compensate the Contractor per the amounts listed:

- $80.00 per hour
- $40.00 service charge for each call
- 10% discount on parts
- Material not included for repairs
- After hours work performed at 1.5 times normal rate
- 2 hour minimum for overtime calls
- Net 30 day term

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

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

Under no circumstances will Agency make payment for any services invoked 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.

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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 change in the goods or services to be provided, except as specified in a written amendment signed by all parties. Extension is contingent upon the availability of funds, including compliance with all applicable budgetary and legal requirements and satisfactory performance by the contractor.

Article 7 – Amendment of Contract

This Contract may be amended by the mutual agreement of all parties. All amendments must be in writing and must be in compliance with all applicable budgetary and legal requirements.

Article 8 – Termination

A. Either party may terminate this Contract upon 30 days written notice to the other party.

B. Notwithstanding Article 5-A, of this Contract, Agency may terminate this Contract immediately upon delivery of written notice to Contractor if Agency has discovered any illegal conduct on the part of Contractor, any violation by Contractor of Articles of this Contract, or loss of funding as noted in Article 4 of this Contract.

C. Upon receipt of notice of termination, Contractor agrees that it will cease work on the terminated activities under the Contract, terminate all subcontracts related to such terminated activities, take all necessary steps to limit disbursements and to minimize costs, and furnish a report as of the day of receipt of the notice of termination describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions reached, and other such matters as Agency may require.

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by

Agency as the state set forth in Article 9, above, Agency hereby provides notice to Contractor that Agency is not liable for any further duties, and the claims which may be made by the Contractor are not to exceed the total amount of consideration stated in the Contract.

If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the failure(s) so waived and shall not be construed 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 to 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 thirty 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 services as the Contractor has provided up to the date of termination and not rejected in writing by the Agency shall be deemed to be satisfactorily performed in accordance with the terms of this Contract and shall be paid for the provisions of Article 3 of this Contract. The parties further agree that should this Contract be terminated or should the Contractor become unable to complete the work required in this Contract for any reason, such work as the Contractor has completed up to the date of termination or the inability to continue to the terms of this Contract shall become the property of Agency.

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

Article 9 - Administrative Remedies for Violations

Upon violation or breach of any contract provision, Agency may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and Agency retains the right to exercise all remedies hereinabove mentioned.

Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate State or Federal audits directly related to the provisions of the Contract. Contractor agrees to reimburse Agency the full amount of payment received for services provided under the Contract to consumers that do not meet the eligibility requirements. Contractor agrees to reimburse Agency the full amount of payment received for services not covered by the Contract. Contractor agrees to reimburse Agency the full amount of payment received for duplicate billing, erroneous billing, deception claims, or falsification.

Article 10 - Records Availability and Retention

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

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

Public Records: Contractor acknowledges and understands that Agency must comply with the requirements of Ohio's Public Records Act. Contractor further understands that this Contract and any other records in the possession or control of Agency regarding the subject of this Contract are public records under Ohio Revised Code Section 149.43 and are open for inspection to interested parties, unless otherwise exempted from disclosure under the Ohio Public Records Act. Such exemptions may include, but are not limited to, program participant or recipient information deemed protected or confidential.

Article 11 - Confidentiality

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

A. All Agency information which, under the laws of the state of Ohio or under federal law, is classified as public or private will be treated as such by Contractor. Where there is 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 & a review 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 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 the information identified by the vendor as 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, OEPA 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 12 - 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 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, 2921.42 or 2921.43, 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, 2921.42, and 2921.43 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 13 - 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 worker's compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Contractor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provision of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency of the disqualification and immediately cease performance under the Contract.

Article 14 - Limitation of Liability: Contractor Duties

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted

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

B. Contractor agrees to have all drivers/operators complete a Criminal Background Report, Bureau of Motor Vehicle Report, and Alcohol/Drug Screen not less than once per year. If applicable, the Provider shall properly notify in writing MODES 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 direct damages incurred by Contractor, whichever is less. In no event is Agency liable for any indirect or consequential damages, including loss of profit, even if Agency knew or should have known of the possibility of such damages.

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

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

Article 15 – Assignment and Subcontracting

The contractor shall not assign this contract without the prior written approval of the Agency. The Contractor shall not subcontract any of its obligations under this contract

without the prior written consent of the Agency. All subcontracts are subject to the same terms, conditions and covenants contained within this contract. The Contractor is responsible for making direct payment to all subcontractors for any goods or services provided by such a subcontractor.

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

Article 16 – Governing Law

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

Article 17 – Integration and Modification
This instrument embodies the entire contract between the parties. There are no promises, terms, conditions, or obligations other than those contained within this contract. This contract shall supersede all previous communications, 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 18 – 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 19 – Equal Employment Opportunity

Contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60). No person with responsibility in the operation of a program of the Greene County Department of Job and Family Services will discriminate with respect to any program participant or applicant for participation in such program because of race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, political affiliation, or genetic information. In addition, reasonable accommodations must be provided in compliance with the Americans with Disabilities Act. Any contractor found to be out of compliance may be subject to investigation by

the Office of Civil Rights and termination of the contract.

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

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

C. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations.

Article 20 – Compliance Requirements

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

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60);
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5);

- Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5);
- "Rights to Inventions" clause 37 CFR part 401 pertaining to patent rights with respect to and discovery or invention which arises or is developed in the course of or under such contract;
- All applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- Contractor certifies that it has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352).
- Prohibitions for Purchases of Telecommunication and Video Surveillance from Selected Vendors: Pursuant to 2 CFR 200.216 and 2 CFR 200 Appendix II(K), Contractor shall not use funds under this Agreement to purchase or obtain equipment or services that use telecommunications or surveillance equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, which are produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or any entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- Domestic preferences for procurements: As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to 2 CFR 200.322.
- Child Support: Contractor agrees to cooperate with OCRTS and any child support enforcement agency in ensuring Contractor or employees of Contractor meet child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court or administrative order for the withholding of support which is issued pursuant to Ohio Revised Code Chapters 3119, 3121, 3123, and 3125.

Article 21 – Debarment and Suspension/Findings for Recovery

Contractor certifies that neither the Contractor nor any principal is debarred, suspended, or otherwise ineligible or excluded from participation in federal assistance programs under Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension", and other applicable

regulations and statutes, including 2 CFR 180, 200, and 417, 28 CFR 38, and 45 CFR 76.

Contractor certifies that neither the Contractor nor any principal has a finding for recovery issued by the Auditor of State on and after January 1, 2001, if the finding for recovery is unresolved.

Article 12 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF
JOB & FAMILY SERVICES

Robin Bruno, Director — Date 10/25/22

Long Mechanical

Matt Long — Date October 14, 2022

MADISON COUNTY PROSECUTOR
Approved as to Form and
Legal Sufficiency

By: For Nicholas Adkins

Date 10/26/22

BOARD OF MADISON COUNTY
COMMISSIONERS

Commissioner

Commissioner

Commissioner

Date 11/1/22

D

H

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

Subject: Grant Contract – Approved – Madison County Airport

Mr. Forrest moved per the request of Bill Laney, Madison County Airport, Board Member, to approve the Grant Contract under The Fiscal Year 2023 Ohio Airport Matching Grant between the Madison County Airport Authority and The Ohio Department of Transportation Office of Aviation ODOT Project Number M23 – 07 FAA Project Number 3-39-004-027-2022.

GRANT CONTRACT

under

The Fiscal Year 2023 Ohio Airport Matching Grant Program

between the

Madison County Airport Authority

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M23-07

FAA Project Number
3-39-0041-027-2022

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project No. M23-07

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Madison County Airport Authority

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. M23-07

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: The Madison County Airport Authority

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been certified by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. 102677

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at http://www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/Ohio-Airport-Grant-Program.aspx

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.2 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.

1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: Matching Grant for General Aviation Airports Rehabilitate/Reconstruct TXY A (Design Only), and Rehabilitate/ Reconstruct Lighting TXY A (Design Only) at the Madison County Airport

2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.

2.2 The Project costs are as follows:

Total Project Cost: $211,550.00

Total Local Share: $10,578.00

Total Federal Share: $190,395.00

Total State Share: $10,577.00

2.3 ODOT agrees to provide Grant Funds to the Grantee for the project in the amount of $10,577.00

The total cost for the project is $211,550.00. ODOT shall provide to the Grantee 5.00 percent of the eligible costs, up to a maximum of $10,577.00 in State funds. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0047-027-2022

2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.

2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OMB Certification Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary by reason to appropriation levels and cash availability.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment Voucher Form. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

2.8.1 Made in conformance with the Application, the Criteria and this Contract;

2.8.2 Necessary in order to accomplish the project;

2.8.3 Reasonable in amount for the goods and services purchased;

2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and

2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby recites, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share. Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.11 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.12 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.13 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.14 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.15 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.16 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE 3: GENERAL PROVISIONS

3.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

3.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA,

upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

3.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.

3.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.

3.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

3.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

3.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

3.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.

3.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

3.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

3.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: 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.

3.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

3.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Grantee's compliance with Title VI.

3.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-Discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are hereby incorporated by reference and made a part of this contract.

3.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3.16.6 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

3.16.7 Information and Reports: The Grantee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

3.16.8 Sanctions for Noncompliance: In the event of a Grantee's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- withholding payments to the Grantee under the contract until the Grantee complies, and/or,
- cancelling, terminating, or suspending a contract, in whole or in part.

3.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

3.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq) (prohibits discrimination

on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq) (prohibits discrimination on the basis of sex in education programs or activities)
- In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 USC 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 FF)

3.17 DRUG-FREE WORKPLACE

Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.18 ETHICS REQUIRMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

3.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totalling in excess of $1,000.00 to the Governor or to his campaign committees.

3.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

3.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

3.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained

the Contractor's Application for Grant Funds issued pursuant to the Offer. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.1 is the Total Project Cost.

III. DURATION

3.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract. A regional airport authority established under Chapter 308 of the Ohio Revised Code, a port authority established under Chapter 4582 of the Ohio Revised Code, a municipality, a county, or a township, as indicated.

3.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

3.3 Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(The remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this

_____ day of _____, 20____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 1st day of November, 20 2022

By: Rob Slane

Title: County Administrator

Executed this _____ day of _____, 20____.

By: _____

Title: _____

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Nick Adkins, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated 11/1/22, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 1st day of November, 2022.

By: _____

Title: Prosecutor

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.
Note – This is for Rob Slane, County Administrator, to sign.

Barrett Brothers EPN111216

Subject: Publication – Approved – Snow Removal & Salt

Mr. Forrest moved to approve the publication Public Notice for the Madison County Snow Removal & Sat Applications for Proposals to be published on November 6th and 13th.

PUBLIC NOTICE
Madison County Snow Removal & Salt
Applications Proposals

The Madison County Commissioners are accepting sealed bids to remove snow and apply salt as necessary for the five-year period beginning in fall of 2022 for the locations listed below. Bids should include removal of snow from all parking areas, sidewalks, steps & street entry accesses and salt application as necessary when snowfall exceeds 1" or when ice forms or upon request of Commissioners. Bidders must provide all equipment, labor & materials and submit a bid(s) per:

1. Annually & 5-year total for each individual location.
2. Annually & 5-year total as a total package for all locations and
3. Annually & 5-year total for any combination of locations (may exclude certain locations).

Locations:
1. Madison County Courthouse, 1 North Main Street, London, OH 43140.
2. Municipal Court Building, 55 N. Oak Street, London, OH 43140.
3. Sheriff's Parking Lot, 23 W. High St. London, OH 43140.
4. Madison County Title Office and License Bureau 13 N. Oak Street, London, OH 43140.
5. Prosecutor Office, 59 N. Main Street, London, OH 43140.
6. Job & Family Services, 200 Midway, London, OH 43140.
7. Lafayette Street Commercial Property, 284-306 Lafayette, London, OH 43140.
8. Madison County, Board of Elections, 1423 State Route 38 SE, London, OH 43140.
9. Sheriff's Office & EMA at the corner of Elm & Garfield.
10. OSU Extension Office, 217 Elm Street, London, OH 43140.

Obtain more detailed specifications and bid sheet from County Commissioner's Clerk Missy Wiseman at 1 North Main, London, OH 43140 (740) 852-2972 between 8:00 a.m. to 4:00 p.m. Sealed bids are due November 22, 2022 by 10:00 a.m. Bids will be opened at that time and will be reviewed by the Commissioners. Negotiations will commence and contract(s) awarded to the lowest and best bidder(s). Commissioners reserve the right to award snow removal and salt contracts as a total package.

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

Chris Wallace

Mark Forrest

Dr. Tony Xenikis

ATTEST: Katie Wasin