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: Transfer – Approved – Sheriff

Mr. Forrest moved per the request of John Swaney, Sheriff, to approve the transfer request for the following:

Transfer from: CCW Salary Other (2043-S200-5-7700) in the amount of $30,000.00.
Transfer from: Rotary Salary (6000-X000-5-0010) in the amount of $100,000.00.

Transfer to: Inter Governemental Receipt (1000-4-500) in the amount of $130,000.00.

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

Subject: Appropriation – Approved – Sheriff

Mr. Forrest moved per the request of John Swaney, Sheriff, to approve the appropriation for the following:

Appropriate: Salary Employees (1000-A06A-5-0020) in the amount of $130,000.00.

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

Madison County Sheriff
John R. Swaney
Post Office Box 558
London, Ohio 43140
Emergency 911 Non-Emergency 740-852-1212 Business 740-852-1932 FAX 740-852-7126

November 22, 2022

Madison County Commissioners
RE: 2022 Annual Fund Transfers

Gentlemen,
Pursuant to the approved 2022 operating budgets, I would request the following transfer of funds:

Transfer from:			
	CCW Salary other	2043-S200-57700	$ 30,000.00
	Rotary Salary	6000-X000-50010	$ 100,000.00
Transfer to:			
	Inter Governmental Receipt	1000-4500	$ 130,000.00

Based upon this approved transfer, I would request the following increase in the operating budget of the Sheriff's Office.

Increase:			
	Salary Employees by	1000-A06A-50020	$ 130,000.00

Respectfully Submitted,

Sheriff John R. Swaney

Approved:

Tony Xenikis

Chris Wallace

Mark Forrest Dated: November 22, 2022

Subject: Appropriation – Approved – Sanitary Sewer & Water

Mr. Forrest moved to approve to make the following changes for the following:

Increase the appropriation Water Development Project Engineering (2054-P300-5-0049) by $150,000.00 to $1,500,501.46 from $1,350,501.46 and increase the estimated revenue for Water Development Project Other (2054-4-0200) by $150,000.00 to $1,498,101.46 from $1,348,101.46.

Increase the appropriation Somerford Sewer Project Contract Services (6065-R100-6-0140) by $100,000.00 to $300,000.00 from $200,000.00 and increase the estimated revenue for Somerford Sewer Project Other (6065-4-0400) by $100,000.00 to $300,000.00 from $200,000.00.

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

November 18, 2022

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

I am requesting you to make these changes to the 2022 Madison County Water Development Fund and the Somerford Sewer Project Fund. This is so we can make payments to HDL and Lavelle Law Group for their services for the water development project.

Increase the appropriation for Water Development Project: Engineering (2054-P300-50049) by $150,000 to $1,500,501.46 from $1,350,501.46 and increase the estimated revenue for Water Development Project: Other (2054-40200) by $150,000 to $1,498,101.46 from $1,348,101.46.

Increase the appropriation for Somerford Sewer Project: Contract Services (6065-R100-50140) by $100,000 to $300,000.00 from $200,000.00 and increase the estimated revenue for Somerford Sewer Project: Other (6065-40400) by $100,000 to $300,000.00 from $200,000.00.

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Stone
Madison County Administrator

RS:amp

MADISON COUNTY COMMISSIONERS

Approved: ✓

Disapproved: ____

Date: 11-22-2022

6 1800 Old Springfield Rd 6 PO Box 623 6 London, OH 43140 6 740-845-1707 6

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 – Sanitary Sewer & Water

Mr. Forrest moved to approve to make the following changes for the following:

Increase appropriation Salary (6020-P400-5-0020) by $60,000.00 to $700,549.23.
Increase appropriation PERS (6020-P400-5-0042) by $20,000.00 to $103,600.74.

Increase the appropriation Medicare (6020-P400-5-0044) by $2,000.00 to $10,775.83.
Decrease the appropriation Workers Comp (6020-P400-5-0506) by $2,000.00 to $10,570.31.

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

November 18, 2022

Madison County Commissioners
Courthouse
London, Ohio 43140

Gentlemen:

I am requesting you to make the following changes to the 2022 Madison County SS/WD Salary Fund (6020). These changes are due because of the rate increase and the hiring of employees. These changes will be covered per available unappropriated funds and budget line item transfers.

The following changes are requested to the 2022 Madison Cty SS/WD Salary Fund:

Increase the appropriation for Salary – 6020-P400-50020 by $60,000 to $700,549.23
Increase the appropriation for PERS – 6020-P400-50042 by $20,000 to $103,600.74

Increase the appropriation Medicare – 6020-P400-50044 by $2,000 to $10,775.83
Decrease the appropriation Worker's Comp – 6020-P400-50506 by $2,000 to 10,570.31

Thank you for your cooperation in these necessary changes.

Respectfully,

Rob Shaw
Madison County Administrator

RShaw

MADISON COUNTY COMMISSIONERS

Approved: ✓ CHRIS WALLACE, NOT PRESENT FOR SIGNATURE

Disapproved: MARK FORREST, NOT PRESENT FOR SIGNATURE

Date: 11/23/2022 TOM XENIKIS, NOT PRESENT FOR SIGNATURE

6 1850 Old Springfield Rd 6 PO Box 623 6 London, OH 43140 6 740-845-1707 6

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

Subject: Budget – Approved – Juvenile

Mr. Forrest moved per the request of Chris Brown, Juvenile Judge, to approve the budget for the Department of Youth Services Felony & Delinquency Grant

MADISON COUNTY, OHIO
JUVENILE COURT
FELONY DELINQUENT CARE & CUSTODY
January 1, 2023 thru June 30, 2023 BUDGET

2022 OCT 16 11: 2: 09

To: Madison County Commissioners
From: Judge Christopher Brown
Date: October 25, 2022
RE: 6-Month Budget - Department of Youth Services Felony & Delinquency Grant (#7080)

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 his budget from: January 1, 2023 through June 30, 2023

Line Item Number	Program Description	01/01/2023 - 06/30/2023
7080-T800-50005	Grant Administration	$ 24,720.00
7080-T800-50006	GPS Monitoring	$ 1,150.00
~~7080-T800-50008~~	~~Mental Counseling~~	Inactive
7080-T800-50020	Probation Salary	$ 55,232.78
7080-T800-50040	Probation Travel & Program Expenses	$ 24,483.67
7080-T800-50042	OPERS	$ 13,500.00
7080 T800-50044	Medicare	$ 3,900.00
7080-T800-50046	Other Expenses	$ 1,761.59
7080-T800-50100	Medical Insurance	$ 12,506.00
7080-T800-50101	Dental Insurance	$ 1,200.00
7080-T800-50102	Vision Insurance	$ 450.00
7080-T800-50103	Life Insurance	$ 280.00
7080-T800-50200	Program Administration	$ 1,065.60
7080-T800-50230	Clinical Assessments	$ 20,000.00
7080-T800-50243	Transportation	$ 1,020.00
7080-T800-50506	Workers' Compensation	$ 1,385.00
	Total 6-Month Budget:	$ 162,574.64

Approved By:
Judge Christopher Brown
Dr. Tony Xenikis, Madison County Commissioner
Chris Wallace, Madison County Commissioner
Mark Forrest, Madison County Commissioner

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 – Professional Services

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

Appropriate: Professional Services (1000-A01A-5-0045) 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: Increase PO Funding – Approved – Professional Services

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

Increase: Professional Services (1000-A01A-5-0045) PO # 2786 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: Appropriation – Approved – Commissioners Other

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

Appropriate: Commissioners Other (1000-A01A-5-0046) PO 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 – Commissioners Other

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

Increase: Commissioners Other (1000-A01A-5-0046) PO # 2787 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: Appropriation – Approved – Probate

Mr. Forrest moved per the request of Chris Brown, Probate Judge, to approve the appropriation per unappropriated funds for the following:

Appropriate: (2047-B-400-5-0045) in the amount of $5,660.00.

COMMON PLEAS COURT
PROBATE-JUVENILE DIVISIONS
MADISON COUNTY COURTHOUSE
1 NORTH MAIN STREET, ROOM 205
LONDON, OHIO 43140

2022 NOV 16 PM 2:10

CHRISTOPHER J. BROWN, JUDGE

Probate Court (740) 852-0756
Juvenile Court (740) 852-0760
Facsimile (740) 852-7353

November 16, 2022

Mr. Tony Xenikis
Mr. Mark Forrest
Mr. Chris Wallace

Dear Board of Commissioners:

Per the request of the Probate/Juvenile Court, please appropriate funding from unappropriated funds in the amount of $5,660.00 account # 2047-B-400-50045.

Thank you for your assistance in this matter.

Sincerely,

Christopher J. Brown, Judge

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

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 Madison County Board of Commissioners and Union County Board of Commissioners and Madison Fields Solar Project LLC. For the following:

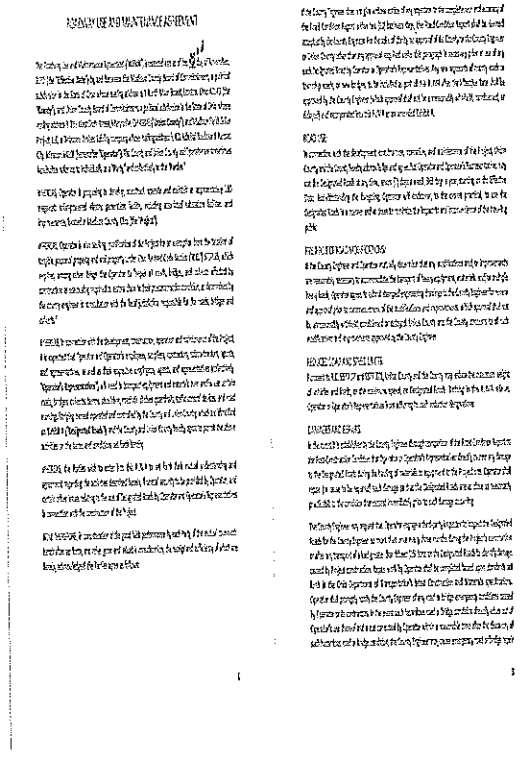
Whereas, Operator is proposing to develop, construct, operate and maintain an approximately 180 megawatt solar – powered electric generation facility including associated substation facilities and improvements located in Madison County, Ohio (the Project)

Whereas, Operator is also seeking qualification of the Project for an exemption from the taxation of tangible personal property and real property under the Ohio Revised Code 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 collection 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 Operators 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 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 valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agrees as follows: (see additional information in RUMA below).



[illegible]

[illegible]

[illegible]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized officers as of the day and year first above written.

[illegible]

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

[illegible]

By: _____

Name: _____

Date: _____

APPROVED AS TO FORM

UNION COUNTY PROSECUTOR

By: _____

Name: _____

Date: _____

[illegible]

By: _____

Name: _____

Date: 11-22-22

[illegible]

By: _____

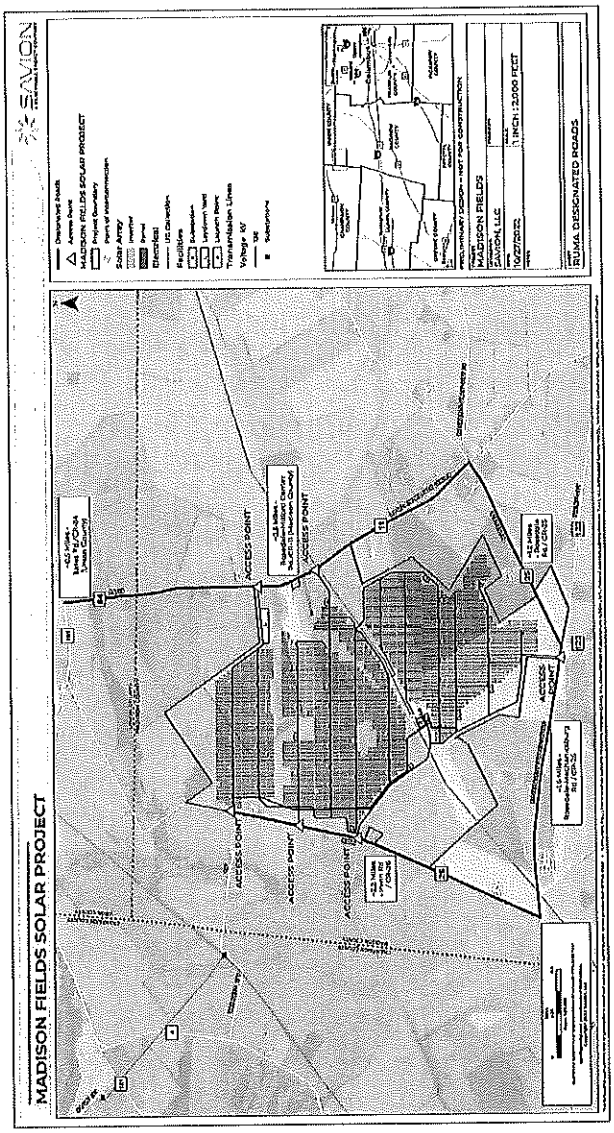
Name: _____

Date: _____

By: _____

Name: _____

Date: 11-21-22



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

Subject: Participation Agreement – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the Madison County 2022 CDBG Program Midway, Ohio CDBG Participation Agreement between the Board of Commissioners of Madison County, Ohio and the Village of Midway for and in consideration of their mutual promises made herein agree as follows below.

MADISON COUNTY 2022 CDBG PROGRAM
MIDWAY, OHIO
CDBG PARTICIPATION AGREEMENT

This Agreement made and entered November 15, 2022 by and between the Board of Commissioners of Madison County, Ohio, a political subdivision designated "County" and the Village of Midway, 1300 Main Street, Midway, Ohio, a political subdivision designated "the Village" which for and in consideration of their mutual promises each having upon as follows:

I COUNTY PAYMENTS TO AND VILLAGE OBLIGATIONS

The Board of County Commissioners of Madison County, Ohio shall make payments of up to $345,500 from the funds of the following project, as made by the County for 2022 CDBG Program funding, or as much thereof as received with the approval of the Ohio Department of Development.

Project Activities Include:

The 2022 CDBG Public Infrastructure grant will include things throughout the Village. These improvements will replace antiquated lines, and increase existing capacities to the drainage system along SR 40 and SR 142. A total of 1,765 LF of storm sewer, fourteen catch basins, and two manholes will be installed. The project will benefit the entire Village.

The source of such County payments shall include and only include a CDBG grant to the County from the Ohio Department of Development through the Community Development Block Grant (CDBG) program, Grant Number B-W-22-1SA-1 and County payments are therefore conditioned upon such funding and CDBG funds.

The disbursement and expenditure of County CDBG Funds shall be made only in compliance with the requirements of the County GRANT AGREEMENT with the State of Ohio. All work must be completed by August 31, 2024, unless such time period is extended by the Ohio Department of Development. Disbursements are limited by the approved Project Costs and Use of Funds" as such directly associated with the GRANT AGREEMENT.

II COUNTY COOPERATION

The County Commissioners jointly their full cooperation, support, and assistance in administration and disbursement of CDBG funds in such a manner as may be necessary that the project to be undertaken and administered by Midway are in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

III OTHER COUNTY RESPONSIBILITIES

The County Commissioners shall assume the responsibilities for the administration of the CDBG program and otherwise set forth as being assumed by Midway in this Administration Agreement, it being further understood that except those responsibilities being assumed by the Village and/or by the State of Ohio as enumerated herein all financial responsibility of the County.

IV. MIDWAY'S RESPONSIBILITIES

Midway has committed $311,800 in local funds to assist in paying the costs of the project.

Midway shall designate a Project Representative who will be responsible for coordinating with the County and County's Grant Consultant on project activities, and shall give the Project Representative the authority to work with the Grant Consultant.

V. ASSURANCES

Midway agrees to prohibit discrimination in the use of or benefits from the project on the basis of race, color, national origin, sex, age, handicap, military status or sexual orientation in accord with State and Federal laws and regulations. Midway further agrees to operate the facilities in such a manner as to ensure maximum feasible benefit to persons of low and moderate income households.

VI HOLD HARMLESS CLAUSE

Midway shall indemnify and hold harmless the County and the County's agents from any and all claims and/or liabilities caused by or resulting from the Village's performance of its obligations or activities carried out under this agreement.

VII CONFLICT OF INTEREST

No member, official or employee of Midway shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

VIII. ACCESS TO RECORDS

The Board of County Commissioners, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Midway, which are directly pertinent to the CDBG program and the use of its funds or any other funds on this project, for the purpose of making audit, examination, excerpts, and transcriptions.

IX. TERMINATION OF AGREEMENT

This Participation Agreement may be terminated by either party if there is substantial evidence that the other party failed to FULFILL its responsibilities under the terms of this Administration Agreement or under the GRANT AGREEMENT attached hereto. Any such termination must be accomplished in writing. In the event of termination by either party, Midway shall not enter into any new or additional obligations of CDBG funds or any contracts which are in any other way dependent on the expenditure of CDBG funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure

of CDBG funds to fulfill Midway's obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice and approval of the Ohio Department of Development. Termination of this Agreement will also be accomplished upon written request from the Ohio Department of Development or instructions to that effect.

X. AMENDMENT OF AGREEMENT

This Participation Agreement may be amended by the parties upon their mutual written agreement.

IN WITNESS WHEREOF, the County and the Village of Midway have entered into this Agreement by their duly authorized officials as of the day and year first above written.

VILLAGE OF MIDWAY	COUNTY COMMISSIONERS MADISON COUNTY
Signature	Signature
Renee Hall Mayor	Christopher W. Wallace President

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

Subject: Participation Agreement – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the Madison County 2022 CDBG Program CDBG Participation Agreement between the Board of Commissioners of Madison County, Ohio and the Madison County DD Board for and in consideration of their mutual promises made herein agree as follows below.

MADISON COUNTY 2022 CDBG PROGRAM
MADISON COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
CDBG PARTICIPATION AGREEMENT

This Agreement made and [illegible] day of [illegible], by and between the Board of Commissioners of Madison County, Ohio, sometimes hereinafter designated "County" and the Madison County DD Board, 300 East Main Street, London, Ohio 43140, sometimes hereinafter designated "the Board," which for and in consideration of their mutual promises made herein agree as follows:

I. COUNTY PAYMENTS TO THE BOARD FOR THE PROJECT

The Board of County Commissioners of Madison County, Ohio shall make payments of up to $82,000 towards the cost of the following project, as submitted by the County for 2022 CDBG Program funding, as such budget is revised with the approval of the Ohio Department of Development:

The County Board of Development Disabilities agrees to the proposed use funds in the detailed items in the project budget as set forth above. The entire activity as the proposed has been carried out and is complete. This is a specific item for children in developmentally disabled school or home currently owned by the Board. The County will review the proposed action with specialized entities and by county.

The source of said County payments shall be local only and not federal 2022 grant to the County from the Ohio Department of Development through the Community Development Block Grant (CDBG) program, Grant Number B-F-22-1BS-1 and County payments are therefore conditioned upon actually receiving such CDBG funds.

The disbursement and expenditure of County CDBG Funds shall be made only in compliance with the requirements of the County's GRANT AGREEMENT with the State of Ohio. All work must be completed by August 31, 2024, unless such time period is extended by the Ohio Department of Development. No increases are funded by the approved "Project Costs and Use of Funds" for costs directly associated with the GRANT AGREEMENT.

II. COUNTY COOPERATION

The County Commissioners pledge their full cooperation, support and assistance to administer and disburse the CDBG funds in such a manner as to expedite and complete the project in the best interests of Midway as well as in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

III. OTHER COUNTY RESPONSIBILITIES

The County Commissioners shall assume the responsibilities for the administration of the CDBG program not otherwise set forth as being assumed by Midway in this Administration Agreement, it being further understood that none of the responsibilities being assumed by the Board herein or the State of Ohio is assumed nor intended to be assumed by the responsibility of the County.

IV. MIDWAY'S RESPONSIBILITIES

The DD Board shall designate a Project Representative who will be responsible for coordinating with the County and County's Grant Consultant on project activities, and shall give the Project Representative the authority to work with the Grant Consultant.

V. ASSURANCES

The DD Board agrees to prohibit discrimination in the use of or benefits from the project on the basis of race, color, national origin, sex, age, handicap, military status or sexual orientation in accord with State and Federal laws and regulations. The DD Board further agrees to operate the facilities in such a manner as to assure maximum feasible benefit to persons of low and moderate income households.

VI. INDEMNIFICATION

The DD Board shall indemnify and hold harmless the County and the County's agents from any and all claims and/or liabilities caused by or resulting from the Board's performance of its obligations or activities carried out under this agreement.

VII. CONFLICT OF INTEREST

No member, official or employee of the DD Board shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

VIII. ACCESS TO RECORDS

The Board of County Commissioners, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the DD Board, which are directly pertinent to the CDBG program and the use of its funds or any other funds on this project, for the purpose of making audit, examination, excerpts, and transcriptions.

IX. TERMINATION OF AGREEMENT

This Participation Agreement may be terminated by either party if there is substantial evidence that the other party failed to fulfill its responsibilities under the terms of this Administration Agreement or under the GRANT AGREEMENT attached hereto. Any such termination must be accomplished in writing. In the event of termination by either party, the DD Board shall not enter into any new or additional obligations of CDBG funds or any contracts which are in any other way dependent on the expenditure of CDBG funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure of CDBG funds to fulfill the DD Board's obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice and approval of the Ohio Department of Development. Termination of this Agreement will

also be accomplished upon written request from the Ohio Department of Development or instructions to that effect.

X. AMENDMENT OF AGREEMENT

This Participation Agreement may be amended by the parties upon their mutual written agreement.

IN WITNESS WHEREOF, the County and the Madison County Board of Developmental Disabilities have entered into this Agreement by their duly authorized officials as of the day and year first above written.

DEVELOPMENTAL DISABILITIES
BOARD OF MADISON COUNTY

Signature

Susan R. Thompson
Superintendent

COUNTY COMMISSIONERS
MADISON COUNTY

Signature

Christopher W. Wallace
President

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

Subject: Participation Agreement – Approved – CDC

Mr. Forrest moved per the request of Whitaker Wright, CDC Consultant, to approve the Madison County 2022 CDBG of Ohio CDBG Participation Agreement between the Board of Commissioners of Madison County, Ohio and the City of London, Ohio for and in consideration of their mutual promises made herein agree as follows below.

MADISON COUNTY 2022 CDBG PROGRAM
CITY OF LONDON
CDBG PARTICIPATION AGREEMENT

This Agreement made as of November 14, 2023 by and between the Board of Commissioners of Madison County, Ohio, sometimes hereinafter designated "County" and the City of London, Ohio, sometimes hereinafter designated "City", which for and in consideration of their mutual promises made herein agree as follows:

I. COUNTY PAYMENTS TOWARD CITY CDBG PROJECT

The Board of County Commissioners of Madison County, Ohio shall make payments of up to $502,800 toward the cost of the following project, as scheduled by the City of London for 2022 CDBG Program funding, or as such budget is revised with the approval of the Ohio Department of Development:

London Third Ward Neighborhood Revitalization Program

The project will encompass the work for:

- Madison County will use $107,500 in CDBG funds to complete ten (10) new hydrants. All work will be carried out in the existing Right of Way.
- The County will use $179,500 to reline the 1,000 LF of existing sewer along Oak Street. All work will be carried out in the existing Right of Way.
- It will also be installed a total of 1,500 LF of storm sewer, new catch basins and new manholes will be installed. All work will be carried out in the existing Right of Way.
- Finally, the County will use $140,300 to create a small pocket park on city property located along the east side of Third Street, just north of the National Road bridge. The project will include playground facilities, a gazebo, a shelter house for picnics, and security cameras.

The source of such County payments shall include and solely include a 2022 grant to the County from the Ohio Department of Development through the Community Development Block Grant (CDBG) program, Grant Number B-F-22-1BM-1 and County payments are therefore conditioned upon actually receiving such CDBG funds.

The disbursement and expenditure of County CDBG funds shall be made only in compliance with the requirements of the County's grant agreement with the State of Ohio. All work must be completed by October 31, 2024, unless such time period is extended by the Ohio Department of Development. Disbursements are limited by the approved 'Project Costs and Use of Funds' to costs directly associated with the grant agreement.

This Agreement is contingent upon:

a. Madison County receiving an official, approved Grant Agreement from the Ohio Department of Development.
b. Madison County completing an environmental review of the project and receiving a release of funds from the Ohio Department of Development.

II. COUNTY COOPERATION

The County Commissioners pledge their full cooperation, support and assistance to administer and disburse the CDBG funds in such a manner as to expedite and complete the project in the best interests of the City as well as in compliance with the requirements of the CDBG program and all other applicable state and federal laws and regulations.

III. OTHER COUNTY RESPONSIBILITIES

The County Commissioners shall assume the responsibilities for the administration of the CDBG program not otherwise set forth as being assumed by the City in this Administration Agreement, it being further understood that even those responsibilities being assumed by the City insofar as the State of Ohio is concerned are first and foremost the responsibility of the County.

IV. COUNTY'S CLAIMS ON OWNERSHIP OF PROJECT IMPROVEMENTS

The County Commissioners will not have any claims on the ownership or use of any of the public improvements constructed or installed through the expenditure of County CDBG funds except as otherwise set forth in this Administration Agreement. Likewise the County will be free of any and all liabilities with regard to the public improvements except as regards its responsibilities to the State of Ohio for the proper administration of the CDBG funds.

V. CITY'S RESPONSIBILITIES

The City has committed up to $56,660 in local funds to assist in paying the costs of the project. The City will be responsible for supplying the County Engineers with existing drawings and

specifications necessary to bid the project. The City shall designate a Project Representative who will be responsible for coordinating with the County and County Grant Consultant on project activities, and shall give the Project Representative the authority to work with the Grant Consultant and Project Engineer, if needed.

Such activities may include delineating the project location, locating any utilities, which may be affected by the project, and other items requested by the Engineer which will enable the Contractor to properly construct the project. In addition, the City shall give the Project Representative the authority to approve the project plans and specifications, any necessary project change orders and all construction payments on behalf of the City. All such approvals will be given along with those of the County and the Engineer. The City will be responsible for (through the direction of the County) securing any required easements, waivers, approvals, etc. in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Project Representative shall attend the Pre-Construction Conference and assist with local needs (i.e., provision of a place to store materials near the site, site inspections in addition to those conducted by the Engineer, etc.)

VI. BIDDING PROCEDURES

The County shall be primarily responsible for advertising and bidding all work elements outlined in the Grant Agreement with the Ohio Department of Development and for ensuring issues with state and federal bidding and contracting regulations.

VII. OWNERSHIP AND USE OF PROJECT IMPROVEMENTS

Upon commencement of substantial portion of the project public improvements, the City shall have and assume all ownership of such improvements, materials, etc. which are associated with the project and which are remaining under ownership of the contractor or vendor and the City shall have and assume all such ownership and liability upon completion of the project. The City agrees to retain ownership of and to operate and provide reasonable maintenance of the project improvements for the purposes they were intended for a period of 10 years or more following completion of project activities funded in whole or in part with CDBG funds.

The City agrees to prohibit discrimination in the use of or benefits from the project improvements on the basis of race, color, national origin, sex, age, handicap, military status or sexual orientation in accordance with State and Federal laws and regulations. The City further agrees

to operate the facilities in such a manner as to assure maximum feasible benefit to persons of low and moderate income households.

During such 10 year period if for any reason the City is no longer able to maintain or operate the City-owned project improvements for the purposes they were intended or in compliance with the terms of this Administration Agreement, the City shall inform the County in writing of such actions or circumstances and shall fully cooperate with the County to make the most appropriate changes to comply as nearly as possible with the CDBG program intent and regulations.

VIII. ADDITIONAL FINANCING

The City shall obtain and provide all additional financing needed to complete all project public improvements. In the event the City becomes aware of any problems in providing and/or obtaining all additional financing needed, the City shall immediately inform the County in writing and shall fully cooperate with the County in writing. The County will not approve any change orders above the amount of funds budgeted for this activity without prior City approval.

IX. CONFLICT OF INTEREST

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or in the GRANT AGREEMENT conveying the CDBG funds to the County, nor shall any such member, official or employee participate in any decision relating to this Agreement or to the GRANT AGREEMENT which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

X. ACCESS TO RECORDS

The Board of County Commissioners, the Ohio Department of Development, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the City which are directly pertinent to the CDBG program and the use of its funds or any other funds on this project, for the purpose of making audit, examination, excerpts, and transcriptions.

XI. TERMINATION OF AGREEMENT

This Participation Agreement may be terminated by either party if there is substantial evidence that the other party failed to fulfill its responsibilities under the terms of this Administration Agreement or under the GRANT AGREEMENT attached hereto. Any such termination must be accomplished in writing. In the event of termination by either party, the City shall not enter into any new or additional obligation of CDBG funds or any contracts which are in any other way dependent on the expenditure of CDBG funds. In the event of termination by either party, the County shall continue to be responsible for the expenditure of CDBG funds to fulfill City obligations or contracts which were entered into prior to such termination, such responsibility being dependent on cooperative negotiation between both parties as to the least objectionable arrangements for closing out all such obligations and being dependent on the advice and approval of the Ohio Department of Development. Termination of this Agreement will also be accomplished upon written request from the Ohio Department of Development or instructions to that effect.

XII. AMENDMENT OF AGREEMENT

This Participation Agreement may be amended by the parties upon their mutual written agreement.

IN WITNESS WHEREOF, the County and the City have entered into this Agreement by their duly authorized officials as of the day and year first above written.

CITY OF LONDON	COUNTY COMMISSIONERS MADISON COUNTY
Signature	Signature
Patrick J. Closser, Mayor	Christopher A. Wallace, President

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

Subject: Agreement – Approved – DJFS

Mr. Forrest moved per the request of Robin Bruno, to approve the training agreement between Crisis Reality Training, Inc. and Madison County of Job & Family Services for services in accordance with the agreement below.

CRISIS REALITY TRAINING

TRAINING AGREEMENT

This Agreement is made as of the 16th day of December, 2022, by and between Crisis Reality Training, Inc. ("CRT") and Madison County of Job and Family Services ("Client").

1. Engagements

Subject to the terms and conditions set forth in this Agreement, Client retains and engages CRT to perform such training services (the "Services") as the parties shall from time to time agree upon as described in a Statement of Work signed by both parties in the form set forth in Exhibit A (each an "Engagement"). Each Engagement shall be on a non-exclusive basis. The schedule and location for each Engagement shall be as set forth in the applicable Statement of Work. However, Client acknowledges that the timely performance of the Services may depend upon the timely performance of related tasks that are the responsibility of Client or of third party acts or circumstances not within CRT's control, and therefore the schedule is subject to change if CRT determines such change is reasonably necessary. If CRT requires a change in date, the parties shall negotiate in good faith to find a mutually agreeable new date for the training.

2. Compensation

2.1 As compensation for the Services performed in connection with each Engagement, Client shall pay to CRT the amount set forth in the applicable Statement of Work. In addition, Client shall reimburse CRT for all expenses reasonably incurred by CRT in the performance of the Services, including without limitation travel expenses. Client shall pay all sales and other taxes arising out of the Engagements, other than taxes based on CRT net income.

2.2 Client shall make payments to CRT within thirty (30) days after receipt of an invoice from CRT. If Client fails to make any payment when due, then late charges of the maximum amount allowable under applicable law shall be added to the amount payable by Client to CRT.

3. Intellectual Property; License of Training Materials

3.1 All rights in and to the CRT training materials and content used in connection with this Agreement and any materials and content developed or prepared by CRT or Client in connection with the Services, including without limitation any modifications or enhancements made by such materials and content in connection with this Engagement (the "Training

Materials"), together with all copyrights, patents, patent rights, trademarks, trade secrets and other proprietary rights therein (the "Intellectual Property Rights"), are and will remain the sole property of CRT, and Client will have or obtain no rights in or to such Training Materials other than to use them as authorized by CRT. In the event that Client makes any modifications or enhancements to the Training Materials or otherwise assists in any manner with the development or preparation of any Training Materials, all right therein shall belong exclusively to CRT except for those policies, procedures, Client's name and logo which will remain the property of the Client.

3.2 Client may make one copy of all training handouts provided by CRT for each participant attending the training sessions, for which copies have not been provided by CRT.

3.3 If either party obtains access to Confidential Information of the other party (as defined below) in connection with the performance of this Agreement, then the receiving party agrees to maintain the confidentiality of the Confidential Information and to not use or disclose such Confidential Information to any third party except as necessary to carry out the terms of this Agreement without the prior written consent of the disclosing party. As used herein, the term "Confidential Information" shall mean any trade secrets or other information of the disclosing party that is not generally available to the public and that is marked or otherwise designed in writing as confidential.

4. Limited Warranties and Limitation of Liability

4.1 Limited Warranty

During the term of each Engagement, CRT warrants that the Services performed by CRT in connection with such Engagement will substantially conform to the description set forth in the applicable Statement of Work. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, CRT MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR SUITABILITY WITH RESPECT TO THE ENGAGEMENT OR ANY SERVICES, PRODUCTS OR TRAINING MATERIALS PROVIDED UNDER THIS AGREEMENT. CRT SHALL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY ANY THIRD PARTY REFERRED TO CLIENT BY CRT.

4.2 Limitation of Liability

CRT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS), EVEN IF CRT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CRT'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, RELATING TO OR ARISING UNDER THIS AGREEMENT, THE SERVICES, OR THE TRAINING MATERIALS EXCEED THE AMOUNT ACTUALLY PAID BY CLIENT TO CRT UNDER THIS AGREEMENT FOR THE SPECIFIC ENGAGEMENT OUT OF WHICH THE CLAIM ARISES.

5. Term and Termination

5.1 Term. The term of this Agreement will commence upon the effective date of this Agreement and will continue until terminated as set forth below (the "Term"). The term of each

Engagement shall terminate on the completion of the training to be provided pursuant to the Statement of Work.

5.2 Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice, provided that if Client terminates this Agreement prior to the completion and acceptance of all Services to be performed under any outstanding Engagement, with less than thirty (30) days written notice, then Client may be subject to a Twenty percent (20%) cancellation fee if CRT is not able to schedule that time for another client.

5.3 Survival. Sections 2, 3, 4, 5, and 6 of this Agreement will survive termination or expiration of the Term.

6. Miscellaneous

6.1 Independent Contractor. CRT will be and act as an independent contractor in the performance of the Services and not as an agent of Client, and this Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, partnership or franchise among the parties or as imposing any partnership or franchise obligation or liability on any party.

6.2 Governing Law. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington, without reference to its choice of law rules. Contractor hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue in Pierce County and of the United States District Court for the Western District of Washington.

6.3 Headings. The headings of sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections, paragraphs or subparagraphs.

6.4 Entire Agreement. This Agreement and any mutually executed Statement of Work under this Agreement constitute the entire agreement, and supersede any and all prior agreements, of CRT and Client relating to the Engagement, the Services or the subject matter hereof.

6.5 The failure of CRT to insist upon or enforce strict performance of any other provision of this Agreement or to exercise any of its rights or remedies under this Agreement will not be construed as a waiver or a relinquishment to any extent of CRT's rights to assert or rely on any such provision, right or remedy in that or any other instance; rather, the same will be and remain in full force and effect.

6.6 Notices. Any notice or other communication under this Agreement shall be deemed to be properly made if given in writing and delivered in person, sent via facsimile or overnight courier or mailed via certified mail, return receipt requested, properly addressed and stamped with the required postage, to the address listed on the signature page of this Agreement. Either party may from time to time change its address for notices and other communications under this Agreement by giving the other party notice of such change in accordance with this Section.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth in the introduction.

CRT
Crisis Reality Training, Inc.
P.O. Box 64381
Tacoma, WA 98464-0381

Signature: Jesus M Villahermosa, Jr

By: Jesus M. Villahermosa, Jr.
Title: President
Date Signed: November 11, 2022

CLIENT:
Madison County Department of Job and Family Services
200 Midway St.
London, OH 43140

Signature: Robin Bruno

By: Robin Bruno

Title: Director

Date Signed: 11/14/22

EXHIBIT A
Statement of Work - No. 04242023

1. Schedule of Training: CRT will provide the Client with Situational Awareness and Surviving the Active Lethal Threat Event training for employees on April 24, 2023 in London, Ohio. The schedule of the training will be as follows; 9:30 a.m. to 11:30 a.m. Situational Awareness, 11:30 a.m. to 12:30 p.m. Lunch, 12:30 p.m. to 3:30 p.m. Surviving the Active Lethal Threat Event.

2. Location of Training: 200 Midway St., London, OH 43140

3. Compensation and Payment Terms: The Client agrees to pay CRT $6,000.00 for the training day plus reasonable traveling expenses to include two night's lodging, airfare to/from Columbus, Ohio, rental car, refueling costs for rental car, meals and airport parking at Sea/Tac Airport in Seattle, WA. CRT will invoice the Client immediately after the training and the Client will have 30 days from the date of invoice to submit their payment to CRT.

4. Other Terms: Should the Client terminate this contract within the stated time frame in 5.2, Termination, the Client also agrees to reimburse CRT for any and all costs related to preparing for this training. NOTE: Audio or video recording of any kind is strictly prohibited unless previous written authorization is granted by CRT..

5. Audio/Visual Equipment Needs: CRT will need the following audio/visual aids to provide the listed trainings; a projector with VGA/HDMI input with connecting cords and a screen that all attendees will be able to see during the training. A 3.5mm sound jack to plug into CRT's computer for audio output. CRT will also need a cordless microphone. (CRT would recommend that an IT person be available at the training to address any issues should an IT issue arise). All A/V equipment needs to be set up and ready for plug in upon CRT's arrival to the training location. CRT will arrive 45 minutes prior to the start time of the first training to conduct the A/V check.

CRT
Child Reality Training, Inc.
P.O. Box 64381
Tacoma, WA 98464-0381

Signature: Jesus M. Villabrowne, Jr.

By: Jesus M. Villabrowne, Jr.
Title: President
Date Signed: November 11, 2022

CLIENT:
Madison County Department of Job and Family Services
200 McHenry St
London, OH 43140

Signature: Robin Bruno

By: Robin Bruno
Title: Director
Date Signed: 11/15/22

SIGNATURES:

MADISON COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

By: For Nicholas Adkins

11/15/22
Date

BOARD OF MADISON COUNTY COMMISSIONERS

Commissioner

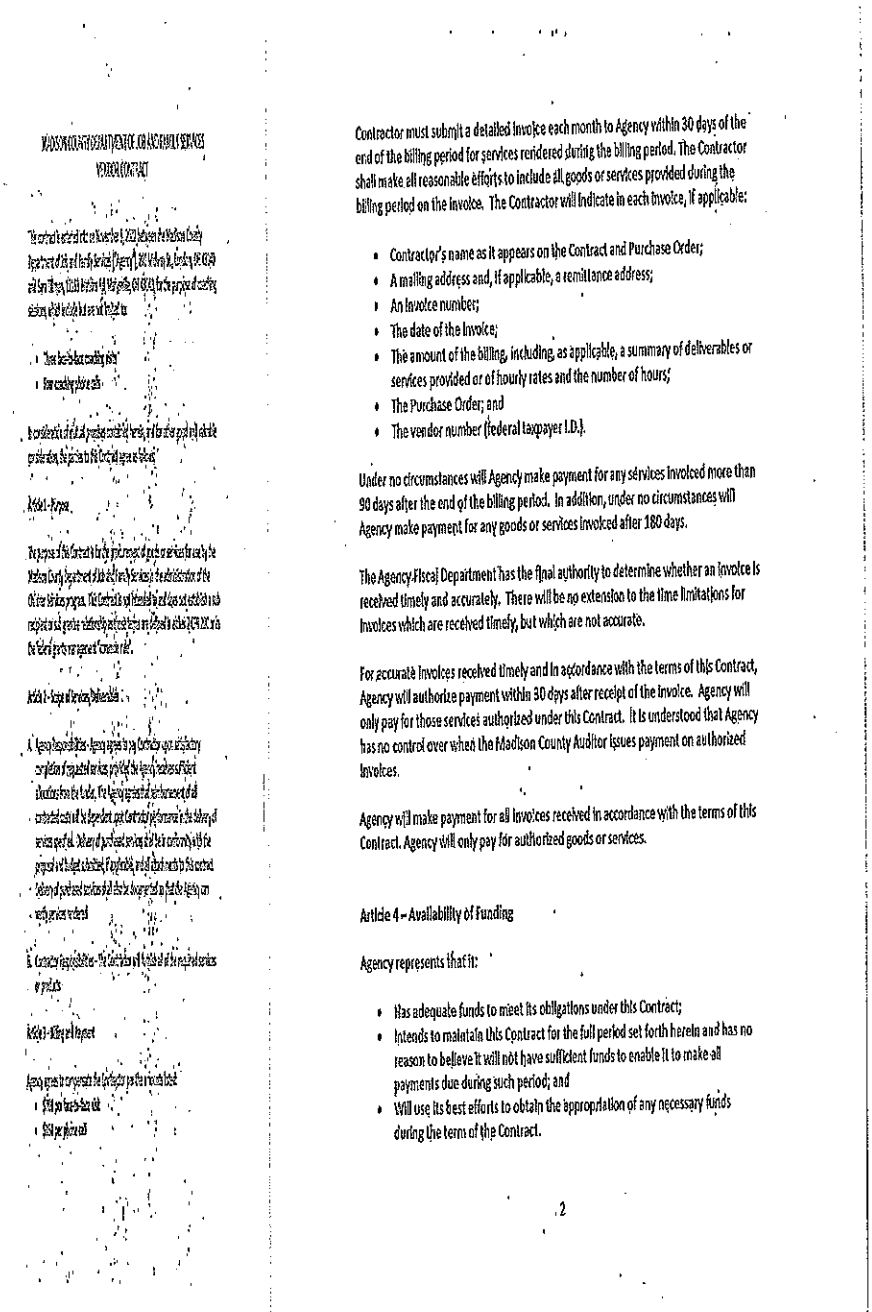
Commissioner

Commissioner

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 – DJFS

Mr. Forrest moved per the request of Robin Bruno, DJFS Director, to approve the contract between Madison County Department of Job & Family Services and Sara Tilman for coaching services in accordance with the contract below.



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

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

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

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

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

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

Article 4 – Availability of Funding

Agency represents that it:

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

Article 7 – Amendment of Contract

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

Article 8 – Termination

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

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

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

D. In the event of termination under this Article 8 of the Contract, Contractor will be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination or suspension, which will be calculated by Agency on the rate set forth in Article 3, above, less any funds previously paid by or on behalf of Agency. Agency is not liable for any further claims, and the claims submitted by the Contractor are not to exceed the total amount of consideration stated in this Contract.

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

F. If Agency or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by Agency is not effective unless it is in writing signed by the Agency director.

and resolution of all issues that arise from it, or until the end of the regular 5 year period, whichever is later.

Article 10 - Confidentiality

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

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

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

Contractor is responsible for notifying Agency of the nature of the information prior to its release to Agency. Failure to provide such prior notification is a waiver of the proprietary nature of the information, and a waiver of any right of Contractor to proceed against Agency for violation of this Contract or of any proprietary or trade secret laws. Such failure shall be deemed a waiver of trade secret protection in that the Contractor will have failed to make efforts that are reasonable under the circumstances to maintain the information's secrecy. Agency reserves the right to require reasonable evidence of Contractor's assertion of the proprietary nature of any information to be provided. Agency will make the final determination as to whether any or all of the information identified by the vendor as a trade secret is, in fact, a trade secret.

C. Contractor agrees that it will not use any information, systems, data, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of the Agency, Madison county, ODJFS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by the Contractor for work under this Contract. Contractor agrees that any data made available to Contractor by Agency shall be returned to Agency not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Article 11 - Conflict of Interest; Ethics

Contractor agrees that Contractor shall not offer or give to any agency officer, employee or agent anything of value, whether money or any service or promise to procure employment within any office or the gift of the Contractor, employee or agent of the agency in addition to any compensation provided for by the Madison County Code of Ordinances or this Contract, and shall refrain from any activities that would result in violations of this Contract.

Contractor agrees and shall refrain from providing anything of value to any agency officer, employee or agent anything of value that could be construed as having a bearing on the impartial discharge of the duties of any agency officer, employee or agent. Contractor agrees that it will not solicit agency officers, employees or agents to violate the ethical standards set forth in Madison County Code of Ordinances, Article III, Division 2, Section 11-61 through 11-68, Conflicts of Interest, and shall refrain from conflicts of interest, whether direct or indirect.

Contractor agrees to certify that it is in compliance with applicable requirements with the employment restrictions in Section 11-61.5, 11-61.6, 11-61.7, 11-61.8, and 11-61.10 of the Madison County Code and the provisions of the Agency code of ethics that are applicable to contractors, and that the contractor will promptly notify the Agency of any employee conflicts of interest or potential violations of these ethics laws.

Article 12 - Independent Contractor

Contractor agrees that no agency, employee, public servant, or partnership is to be created or inferred from the parties' performance under the terms and conditions of this Contract. Contractor acknowledges that it is an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, and other tax liabilities arising from Contractor's business operations, worker's compensation, unemployment insurance, and withholding taxes as a result of compensation received for services rendered under this Contract.

Contractor agrees that it is not an employee or contractor for any purpose including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, provisions of the Internal Revenue Code, Ohio Revised Code, Workers' Compensation law, and other payment requirements. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If any time during the contracted period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Agency and stop performance and immediately cease performance under the Contract.

Article 13 - Limitation of Liability; Contractor Duties

A. Contractor agrees to hold Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. Contractor will reimburse Agency, any official or employee of Agency acting in his or her official capacity, and Madison County harmless from any and all claims for injury resulting from activities in furtherance of the for any judgments for infringement of patent or copyright rights. Contractor agrees to defend against any such claims or legal actions if called upon by Agency to do so. Contractor will not permit any lien or claim to be filed or prosecuted against the county or Agency on account of any labor, services, or materials furnished. If Contractor fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to Contractor by any person in connection with this Contract as such claims become due, the proper officer or officers representing Agency may, but are not obligated, pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due Contractor by reason of this Contract.

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

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

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

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

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

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

- Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
- Equal Pay Act of 1962, as amended;
- Age Discrimination in Employment Act of 1967, as amended;
- Title IX of Educational Amendments of 1972;
- Section 504 of the Rehabilitation Act of 1973;
- Age Discrimination Act of 1975;
- Americans with Disabilities Act of 1990, as amended;
- Fair Housing Act, as amended;
- Fair Credit Reporting Act, as amended;
- Equal Educational Opportunities Act, as amended;
- Uniform Relocation Act, as amended; and
- Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

Article 18 - Compliance Requirements

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

- Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as amended (if applicable);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330) as supplemented by Department of Labor regulations (29 CFR part 5);
- Copeland "Anti-Kickback" Act (40 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3);
- Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and environmental protection agency regulations (40 C.F.R. part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- 29 CFR Part 98 and 45 CFR 76 regarding drug-free workplace. Contractor will make a good faith effort to ensure all employees performing efforts or responsible for any work under this contract, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way;
- Section 9.312 (B) (1) and (2), Revised Code, which requires that no agency or department of the state of Ohio or any political subdivision of the state shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business association, including, without limitation, a professional association or legal clinic under Chapter 1785, Revised Code, estate, or trust.

Article 19 - Child Support

Contractor agrees to cooperate with ODJFS and any child support enforcement agency in connection with any matter concerning Contractor's child support obligations established under state or federal law. By executing this contract, Contractor certifies present and future compliance with any court order or administrative order for the withholding of support which is issued pursuant to Chapter 3119, Revised Code.

Article 21 - Benefits

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

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

MADISON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

Robin Bruno — 11/10/22

Robin Bruno, Director — Date

Sara M. Tillman — 11/10/2022

Sara Tillman — Date

MADISON COUNTY PROSECUTOR
Approved as to Form and Legal Sufficiency

By: For Nicholas Adkins

11/15/22

Date

BOARD OF MADISON COUNTY COMMISSIONERS

Commissioner

Commissioner

Commissioner

11-22-22

Date

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

Subject: Bid Opening – Snow Removal & Salt Application

The bid opening for the snow removal and salt application took place on November 22, 2022 at 10:30 a.m. One bid was received.

Bid

ALLSCAPES
MANAGEMENT, LLC
P.O. Box 265, London, OH 43140
www.allscapesmanagement.com

(740) 845-LAWN

Estimate

Date	Estimate #
11/22/2022	2511

For:
Madison County Commissioners
P.O. Box 618
London, Ohio 43140

Description	Qty	Cost	Total
Snow Removal 5 years - (2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027)			
Courthouse - Price per year	1	12,500.00	12,500.00
Municipal Building - Price per year	1	11,250.00	11,250.00
Sheriff Lot - Price per year	1	8,500.00	8,500.00
Title Office - Price per year	1	5,500.00	5,500.00
Prosecutor Office - Price per year	1	4,500.00	4,500.00
Job and Family Services - Price per year	1	8,250.00	8,250.00
Lafayette Street - Price per year	1	20,500.00	20,500.00
Board of Elections - Price per year	1	10,500.00	10,500.00
Sheriff / EMA - Price per year	1	11,500.00	11,500.00
OSU Extension Office - Price per year	1	7,500.00	7,500.00
Fairhaven Schools - Price per year	1	17,000.00	17,000.00
Department od DD - Price per year	1	12,000.00	12,000.00

11/22/2022

We look forward to working with you!
"Like" and follow us on Facebook!

Please Note: There is no warranty on planting material and/or grass seed. If you would like to have these items covered under warranty, please contact our office for additional pricing.

Subtotal	$129,500.00
Sales Tax (7.0%)	$0.00
Total	$129,500.00

This bid will be reviewed by the Commissioners at a later and date and time.

Subject: Bid Opening – Sanitary Sewer

The bid opening for the Compact Track Loader took place on November 22, 2022 at 11:30 a.m.

The bid results were as follows:

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

BIDDER CERTIFICATE

THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER

FIRM NAME: Ag-Pro

REPRESENTATIVE NAME: Bailey Davison

SIGNATURE: Bailey Davison

REPRESENTATIVE TITLE: Sales Representative

FIRM ADDRESS: 1660 US Hwy 42 London OH 43140

DATE OF CERTIFICATE: 11.18.22

BID AMOUNT: $66,998.44

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

BIDDER CERTIFICATE

THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER

FIRM NAME: Jarvis Equipment Company Inc

REPRESENTATIVE NAME: [illegible]

SIGNATURE: [illegible]

REPRESENTATIVE TITLE: Sales Representative

FIRM ADDRESS: 1550 Stanley Ave Dayton OH 45404

DATE OF CERTIFICATE: [illegible]

BID AMOUNT: $68,320.00

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

BIDDER CERTIFICATE

THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER

In compliance with the NOTICE TO BIDDERS OR CONTRACT TRACK LOADER in consideration of the detailed description attached hereto, and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish the equipment as described in the bid specification sheet, upon which prices are quoted.

The equipment shall be made available for delivery to the Madison County Sanitary Sewer and Water District within 14 days after receipt of award notification and receipt of a purchase order.

FIRM NAME: Ohio CAT

REPRESENTATIVE NAME: Tony Hamilton

SIGNATURE: Ty Hml

REPRESENTATIVE TITLE: Inside Sale Representative

FIRM ADDRESS: 5252 Walcutt Court Columbus, Ohio 43228

DATE OF CERTIFICATE: 11/18/2022

BID AMOUNT: 74,510.80

MADISON COUNTY
SANITARY SEWER & WATER DISTRICT

BIDDER CERTIFICATE

THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER

In compliance with the NOTICE TO BIDDERS OR CONTRACT TRACK LOADER in consideration of the detailed description attached hereto, and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish the equipment as described in the bid specification sheet, upon which prices are quoted.

The equipment shall be made available for delivery to the Madison County Sanitary Sewer and Water District within 14 days after receipt of award notification and receipt of a purchase order.

FIRM NAME: Ohio CAT

REPRESENTATIVE NAME: Tony Hamilton

SIGNATURE: Ty Hml

REPRESENTATIVE TITLE: Inside Sale Representative

FIRM ADDRESS: 5252 Walcutt Court Columbus, OH 43228

DATE OF CERTIFICATE: 11/18/2022

BID AMOUNT: 82,498.20

MADISON COUNTY
WATER DISTRICT

BIDDER CERTIFICATE

THIS CERTIFICATE MUST BE EXECUTED BY THE BIDDER

In compliance with the INVITATION TO BID ON ONE COMPACT TRACK LOADER in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this bid is accepted, to furnish the equipment as described in the bid specification sheet, upon which prices are quoted.

The equipment shall be made available for delivery to the Madison County Sanitary Sewer and Water District within 14 days after receipt of award notification and receipt of a purchase order.

FIRM NAME: Ohio CAT

REPRESENTATIVE NAME: Tony Hamilton

SIGNATURE: Tony H

REPRESENTATIVE TITLE: Inside Sales Representative

FIRM ADDRESS: 5252 Walcutt Court Columbus, OH 43228

DATE OF CERTIFICATE: 11/18/2022

BID AMOUNT: $ 81,199.92

1560 Old Springfield Rd ◊ PO Box 623 ◊ London, OH 43140 ◊ 740-845-1707 ◊

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.
Note – These bids will be reviewed and a recommendation will be made to the Commissioners.

Subject: Resolution – Approved – Commissioners

Dr. Xenikis moved to approve the resolution for the following:

During the review with the plantiff's appeal no new information was presented. The plantiff's did not show up for the scheduled hearing. Therefore the Commissioners vote in favor of Susan Thompson, Madison County ADA Coordinator, original decision.

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

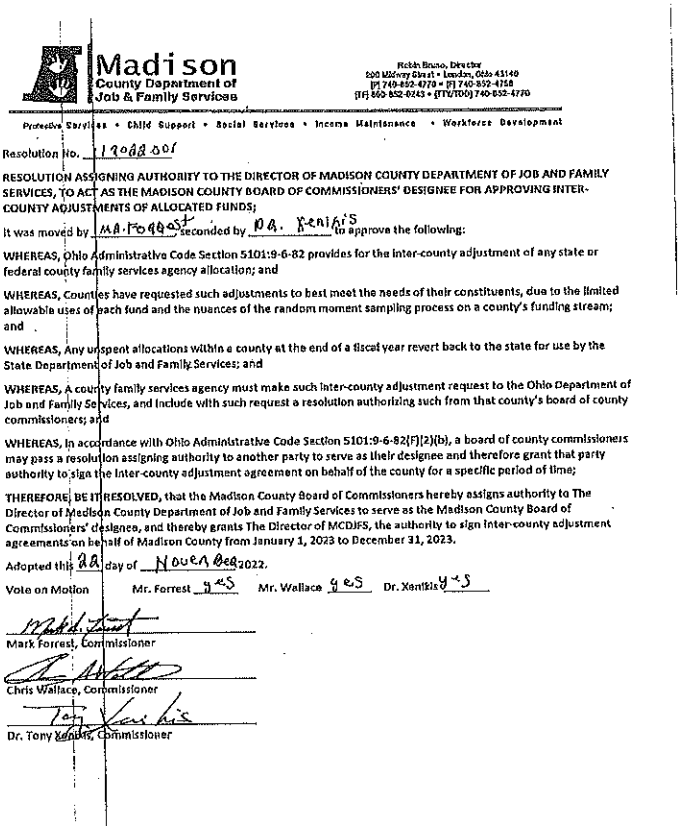
Subject: Memo – Approved – Ohio Power Citing Board

Mr. Forrest moved for Rob Slane, County Administrator, to sign the memo to The Ohio Power Citing Board supporting the Engineer's decision on dirt and drainage.

Following a second from Dr. Xenikis the result of the roll call was: Mr. Wallace, yes, Mr. Forrest, and Dr. Xenikis, yes.
Note - The Clerk of the Board did not receive this memo.

Subject: Resolution – Approved – Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the resolution # 112022-001 assigning authority to the Director of Madison County Department of Job & Family Services, to act as the Madison County Board of Commissioners designee for approving Inter – County adjustments of allocated funds.



Madison
County Department of
Job & Family Services

Robin Bruno, Director
200 Mulberry Street • London, Ohio 43140
(P) 740-852-4770 • (F) 740-852-4758
(TF) 800-852-0243 • (TTY/TDD) 740-852-4770

Protective Services • Child Support • Social Services • Income Maintenance • Workforce Development

Resolution No. 112022 001

RESOLUTION ASSIGNING AUTHORITY TO THE DIRECTOR OF MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, TO ACT AS THE MADISON COUNTY BOARD OF COMMISSIONERS' DESIGNEE FOR APPROVING INTER-COUNTY ADJUSTMENTS OF ALLOCATED FUNDS;

It was moved by MR. FORREST seconded by DR. XENIKIS to approve the following:

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, Counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, Any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, A county family services agency must make such inter-county adjustment request to the Ohio Department of Job and Family Services, and include with such request a resolution authorizing such from that county's board of county commissioners; and

WHEREAS, In accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(b), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time;

THEREFORE, BE IT RESOLVED, that the Madison County Board of Commissioners hereby assigns authority to The Director of Madison County Department of Job and Family Services to serve as the Madison County Board of Commissioners' designee, and thereby grants The Director of MCDJFS, the authority to sign inter-county adjustment agreements on behalf of Madison County from January 1, 2023 to December 31, 2023.

Adopted this 28 day of NOVEMBER 2022.

Vote on Motion Mr. Forrest YES Mr. Wallace YES Dr. Xenikis YES

Mark Forrest, Commissioner

Chris Wallace, Commissioner

Dr. Tony Xenikis, Commissioner

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

Subject: Meeting Request – Approved – Commissioners

Mr. Forrest moved to approve the required meeting request according to ORC 325:20 for the following:

David Kell and Rob Slane to CCAO/CEAO Winter Conference December 7 – 9, 2022, in Franklin County, Ohio. Cost $1,150.00.

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: _____

Subject: Resolution – Approved – Job & Family Services

Mr. Forrest moved per the request of Robin Bruno, Job & Family Services Director, to approve the resolution # 112022-001 assigning authority to the Director of Madison County Department of Job & Family Services, to act as the Madison County Board of Commissioners designee for approving Inter – County adjustments of allocated funds.

Madison
County Department of
Job & Family Services

Robin Bruno, Director
200 Midway Street • London, Ohio 43140
(P) 740-852-4700 • (F) 740-852-4759
(TF) 800-662-6042 • (TTY/TDD) 740-852-4770

Protective Services • Child Support • Social Services • Income Maintenance • Workforce Development

Resolution No. 112022-001

RESOLUTION ASSIGNING AUTHORITY TO THE DIRECTOR OF MADISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, TO ACT AS THE MADISON COUNTY BOARD OF COMMISSIONERS' DESIGNEE FOR APPROVING INTER-COUNTY ADJUSTMENTS OF ALLOCATED FUNDS;

It was moved by Mr. Forrest seconded by Dr. Xenikis to approve the following:

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, Counties have requested such adjustments to best meet the needs of their constituents, due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, Any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, A county family services agency must make such inter-county adjustment request to the Ohio Department of Job and Family Services, and include with such request a resolution authorizing such from that county's board of county commissioners; and

WHEREAS, In accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(b), a board of county commissioners may pass a resolution assigning authority to another party to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time;

THEREFORE, BE IT RESOLVED, that the Madison County Board of Commissioners hereby assigns authority to The Director of Madison County Department of Job and Family Services to serve as the Madison County Board of Commissioners' designee, and thereby grants The Director of MCDJFS, the authority to sign inter-county adjustment agreements on behalf of Madison County from January 1, 2023 to December 31, 2023.

Adopted this 22 day of November 2022.

Vote on Motion Mr. Forrest Yes Mr. Wallace Yes Dr. Xenikis Yes

Mark Forrest, Commissioner

Chris Wallace, Commissioner

Dr. Tony Xenikis, Commissioner

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

Subject: Meeting Request – Approved – Commissioners

Mr. Forrest moved to approve the required meeting request according to ORC 325:20 for the following:

David Kell and Rob Slane to CCAO/CEAO Winter Conference December 7 – 9, 2022, in Franklin County, Ohio. Cost $1,150.00.

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: Kathleen